

United States District Court

Wayne County

Bank of America N.A. successor by merger
to BAC Home Loans Servicing, LP et al

Honorable Judge Terrence G. Berg
Case No. 4:14-12505

Trott & Trott P.C. et al
Donald King (P55358) et al
Richard Welke (P44403)

Plaintiff-Counter Defendant

vs.

Damita C. Johnson El Bey
(f.k.a. Damita C. Johnson)
(In Pro Per)
Counterclaimant/ Respondent

JURY DEMAND

FILED

2014 JUL - 8 A 10:35

U.S. DIST. COURT CLERK
EAST DIST. MICHIGAN
DETROIT

COUNTERCLAIMANT'S MOTION TO DISQUALIFY JUDGE

Counterclaimant Damita C. Johnson El Bey f.k.a. Damita C. Johnson, In propria Persona Sui juris moves to Disqualify Judge Terrence G. Berg and moves for this case to be reassigned by random method pursuant to Canon and E.D. Mich LR 83.11 (1)(2) and (d) Disqualification of Judge. When a Judge to whom a case is assigned is disqualified from hearing it, the Clerk shall reassign the Case in accordance with (a)(1) or (a)(3).

Counterclaimant's Motion to Disqualify Judge is premised inter alia and upon the facts that:

1. The Honorable Judge Terrence G. Berg presided over [Case No. 13-cv-12170], whereby Counterclaimant's **Action to Quiet Title** was removed by defendants' attorneys BODMAN PLC from the 3rd Judicial Circuit Court before presiding Judge Honorable Maria L. Oxholm [Case No. 13-004987-CH] and placed before U.S. District Court Judge Honorable Terrence G. Berg. The case was Dismissed WITH PREJUDICE.
2. The amount in controversy involved a mortgage and (\$79,068 note) that was allegedly assigned / transferred by **UNITED WHOLESALE MORTGAGE** to **SHORE MORTGAGE** and from **SHORE MORTGAGE** to **COUNTRY WIDE HOME LOANS INC.**, which ultimately resulted in **BANK OF AMERICA N.A.** becoming successor by purchase of Countrywide Financial and its subsidiary Country Wide Home Loans. **[Exhibit A]**
3. No proof exists or has been presented before the Honorable Judge Terrence G. Berg by defendants' attorneys BODMAN PLC [Case No. 13-cv-12170] that actually four (4) assignments / transfers took place and were never

publicly recorded in the WAYNE COUNTY REGISTER OF DEEDS OFFICE of Michigan. See Certified Title Search [Exhibit B]

4. No proof exists or has been presented before the Honorable Judge Terrence G. Berg by defendants' attorneys BODMAN PLC [Case No. 13-cv-12170] that any of the servicers ever executed a new mortgage and note thereby discharging the original mortgage and (\$79,068 note) prior to each assignment / transfer mentioned in paragraph 2.
5. The Original promissory note is a valuable piece of evidence that proves any debt obligation exists and No proof has been presented before the Honorable Judge Terrence G. Berg by defendants' attorneys BODMAN PLC [Case No. 13-cv-12170] on the whereabouts of the original (note \$79,068) or a new (note) to meet the amount in controversy standards, the only note of record that exists is that of UNITED WHOLESALE MORTGAGE which has been publicly recorded in the WAYNE COUNTY REGISTER OF DEEDS OFFICE. The question is simply one of the admissibility and effect of evidence; and.... the obligation to receive in evidence a promissory note(s) or other admissible evidence of debt." **Morris v. Jones, 329 U.S. 545 (1947)** (emphasis added). See **Young v. Hewer & Njus, PA, Dist. Ct. N. III (1997)**; (Finding that computer printouts are not verification of a debt).
6. It is clear that, in the Honorable Judge Terrence G. Berg's Order and Opinion, the judge has asserted his opinion and determined that UMW sold the Loan to Countrywide Bank, FSB ("Countrywide"), endorsing the Note accordingly (Dkt. 5, Ex. 3). Countrywide in turn, later endorsed the Note to BANA. See *id.* MERS has the power to sale. This conflicts with paragraph 2.
7. It is clear that, an alleged Assignment of Mortgage between Mortgage Electronic Registration Systems Inc, and Bank of America N.A. was recorded in regards to a default to said mortgage and (\$79,068 note) of record in the WAYNE COUNTY REGISTER OF DEEDS OFFICE of Michigan. This conflicts with paragraph 2.
8. There is no competing interests or transfers in the "Certificate of Title" (warranty/grant/quit claim deed) of record, and upon removal by defendants' and its representatives BODMAN PLC being placed before the Honorable Judge Terrence G. Berg, defendants' and its representatives BODMAN PLC failed to provide and consider the fact that several servicers' have repeatedly transferred and claimed an interest only in the servicing rights of the attached Mortgage and (\$79,068 note) and as key element all have failed to publicly record that their interest has only derived from those transfers mentioned in paragraph 2 above; no new note exists in the name of Bank of America N.A. et al.
9. Defendants' and its representatives BODMAN PLC failed to provide a legal transfer existed and they are in fact holders of the original (\$79,068 note) in question to support the removal and the amount in controversy pursuant to U.S.C. Title 28 §1332.

10. This divergence of the original (\$79,068 note) in question and its whereabouts has been made a part of Counterclaimant's Action to Quiet Title pleading that was removed by defendants' and its representatives BODMAN PLC, but has been continuously ignored by the Honorable Judge Terrence G. Berg. *"A document that is formally incorporated by reference or attached to a complaint may still be considered a part of the pleadings when the document is referred to in the complaint and is central to the plaintiff's claim."* **Greenberg v. Life Ins. Co. of Va., 177 F.3d 507, 514 (6th Cir. 1999).**
11. I **Damita C. Johnson El Bey** has reserved my right to file actions and defend myself as a litigant in person [in propria persona] or pro se/per Sui juris which right is protected by law per Supreme Court case **Faretta vs. California 422 U.S. 806 (1975)**. Counterclaimant is a litigant [in propria persona] regardless of any deficiencies in his/her pleadings; ([in propria persona] litigants) are entitled to the opportunity as well as pro se litigants to submit evidence in support of their claims.
12. In addition to the unlawful and fraudulent transfers; the original PROMISSORY NOTE is a valuable piece of evidence and the Honorable Judge Terrence G. Berg, has not requested that Defendants' and its representatives BODMAN PLC produce that they are in fact in possession of the original debt instrument or are privy of its whereabouts. Defendants' and its representatives BODMAN PLC therefore lacked interest and jurisdiction to remove plaintiff's Action to Quiet Title pursuant U.S.C. Title 28 §1332 whereby the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest, costs and attorney fees.
13. In particular, this action that was removed by Defendants' and its representatives BODMAN PLC is between citizens of this state and citizens incorporated and whose principal place of business is in this state.
14. Thus, complete diversity exists because Counterclaimant/Respondent is an aboriginal, Native American woman, domiciled, and a natural-born Citizen of, Michigan State Republic and Defendants' are citizens of every State and foreign state by which it has been incorporated and that of the State or foreign state where it has its principal place of business.
15. It is clear that, the defendants and its attorneys' BODMAN PLC refused to answer any of my claims and/or defenses, and instead resorted to name calling associating Counterclaimant with Sovereign Citizen Movements and it is also clear that, in the Honorable Judge Terrence G. Berg's Order and Opinion (pg. 8) **[Exhibit C]** he has determined my citizenship for me and made biased and/or prejudiced statements against my national origin for the purpose of invalidating that diversity jurisdiction exists when Counterclaimant has made a clear distinction under the proper affidavits **[Exhibit D]** that are witnessed and Notarized [all law incorporated], that counterclaimant is an aboriginal,

Native American woman, domiciled, and a natural-born Citizen of, Michigan State Republic for the purpose of establishing original diversity jurisdiction exists pursuant to U.S.C. Title 28 §1332.

16. Those arguments that have been asserted against my status by defendants' attorneys' BODMAN PLC and the judge are wholly nonsensical, because if this court's jurisdiction is based on diversity then the issues in status and citizenship are important in a civil case and is necessary as it pertains to the parties and must be proven in respect to the parties that the court to establish **Personam jurisdiction** must prove its jurisdiction over a person whether it is a natural person (living being) or artificial person (fictitious entity or corporate citizen). A Court only gains personal jurisdiction by agreement (contract) whether oral, tacit, or written, by and through Citizenship / Nationality within the jurisdiction of the government, or through location (address, domicile).
17. It is clear that, in the Honorable Judge Terrence G. Berg's Order and Opinion the judge has asserted his opinion and determined that plaintiff is in fact a citizen of the State of Michigan insofar as she is domiciled in Wayne County, Michigan.
18. It is clear that, BODMAN PLC On 7/09/13 failed to reply in the appropriate time on [07/08/2013] to Plaintiff's response due by [06/21/2013] and have filed an untimely filing (Reply to Response re Motion to Remand) (Dkt. 16) on [07/09/2013] without leave of court. BODMAN PLC In this regard states in their Response to Motion to Strike (Dkt. 20) "Plaintiff's assertion is only partly true—though Defendants did file their Reply in Support of their Motion to Dismiss and Opposition to Plaintiff's Motion to Remand (Dkt. #16) on July 9, 2013, they did so with the permission of the Court's chambers." The court failed to require defendants' to seek plaintiff's consent and leave of court for defendants' untimely filing and instead has determined the court has reviewed the parties' filings, and found that oral argument will not significantly aid the decision making process and thus, pursuant to E.D.Mich. LR 7.1(f)(2), a hearing was denied. See Civil Docket **[Exhibit E]**. **Exparte communications are only allowed in emergencies the courts must hear from both sides before it can make a decision**
19. It is clear that, defendants' representatives BODMAN PLC, submitted as admissible evidence, an Affidavit of Deputy Sheriff Felicia Mack **[Exhibit F]** attached as an exhibit to Defendants' Motion to Dismiss that was presented before the Honorable Judge Terrence G. Berg.
20. It is clear that, in the Honorable Judge Terrence G. Berg's Order and Opinion the judge has asserted his opinion and sustained that Felicia Mack is in fact a Deputy Sheriff in and for the County of Wayne. See Opinion and Order (pg. 16) **[Exhibit G]**

21. It is clear that, *The Sheriff Deed is actually a color of title, which is an appearance of title, but which in reality is not title. Wright v. Mattison, 18 How. (US) 50 (1855). Color of Title means: "That which is a semblance or appearance of title, but not title in fact or in law." Howth v. Farrar, C.C.A. Tex., 94 F. 2d. 654, 658; McCoy v. Lowrie, 42 Wash. 2d 24 Reference Black's Law Sixth Ed.*
22. Counterclaimant raises herein numerous factual bases for these conclusions due to the defects of defendants' notice of removal and the judge's misconduct rests solely upon the court's failure to also review defendant's mitigation evidence.
23. Counterclaimant is dependent upon Office of the County Clerk and the Wayne County's Sheriff's Court Division corporate structure and FOIA requests [Exhibit H] for the Appointment of Special Deputy Sheriff and Oath of Special Deputy Sheriff Felicia Mack [Exhibit I], which conflicts with both the judge's opinion and the testimony submitted by defendants' attorneys' BODMAN PLC before the Honorable Judge Terrence G. Berg; Felicia Mack's official capacity is not a Deputy Sheriff as formulated in the Sheriff Deed on Mortgage Sale [Exhibit J].
24. Under the provisions of Michigan Freedom of Information Act, the Office of the County Clerk and Wayne County Sheriff's Office has also provided by records archived within their facility that at the time the Sheriff Deed was executed Daniel Phfannes was in fact the Wayne County Deputy Sheriff, a copy of the following Oaths are attached as [Exhibit K]. Once this court has examined both the appointments and oaths of both Felicia Mack and Daniel Pfannes one can reasonably see that **Felicia Mack** is none other than a **SPECIAL DEPUTY SHERIFF** and **Daniel Pfannes** was none other than the **DEPUTY SHERIFF** in and for Wayne County, Michigan at the time the Sheriff Deed was executed.
25. It is clear that every officer of government takes an Oath to support both documents state and federal called the Constitution. It is a law and legal requirement to have the oaths on public record on file at the county recorder's office or filed with a federal clerk of court or in the Office of the Secretary of State or as provided by statutory requirements. If the oath is not on file an officer is disqualified of every act while in office. **An oath also means** ALL public officers recognize that all State inhabitants have natural rights, political rights, and personal rights that are common to all peoples [right to movement, property, life, liberty, due process, remedy and redress] etc., the rights goes on and on. It also means no entity or its public officers may invade those rights not foreigners or domestic without due process of law. The U.S. Supreme Court has stated that "*No state legislator or executive or judicial officer can war against the Constitution without violating his/her undertaking to support it.*" **Cooper v. Aaron, 358 U.S. 1, 78 S.Ct. 1404 (1958).**
26. It is also clear that, the defendants' and its attorneys' BODMAN PLC filed a Motion to Dismiss before the Honorable Judge Terrence G. Berg pursuant to Federal Rule of Civil Procedure Rule 12(b)(6) thereby converting a Federal Rule

of Civil Procedure 12(b)(6) Motion to Dismiss into a Motion for Summary Judgment under FRCP Rule 56 and the U.S. District court failed to give adequate notice of conversion prior to granting the Defendants motion to dismiss. "A panel of the Second Circuit Court of Appeals recently reinstated a suit arising out of the **1984 Bhopal, India Factory explosion**." The district court dismissed all of plaintiff's claims except for one after converting the defendants' motion to dismiss under FRCP 12(b)(6) into a Rule 56 motion for summary judgment. The Plaintiffs argued on appeal that the district court gave inadequate notice of conversion prior to granting the motion. The appeals panel agreed and found that the conversion was in error, or at the least premature. Citing the language of FRCP 12(d), the panel explained that "this means that a district court must give notice to the parties before converting a motion to dismiss pursuant to Rule 12(b)(6)." The district court had found notice was unnecessary because the plaintiffs were already on notice to possible conversion. Citing to a previous Second Circuit case the court emphasized that "care should, of course, be taken by the district court to determine that the party against whom summary judgment is rendered has had a full and fair opportunity to meet the proposition that there is no genuine issue of material fact..."

27. The Honorable Judge Terrence G. Berg prior to granting the Defendants motion to dismiss failed to give adequate notice of conversion and issued an Order and Opinion Granting Defendants' Motion to Dismiss. WITH PREJUDICE.
28. An opinion from any judge, witness or attorney that is unsupported and not verified by fact, law and proven evidence is simply opinion, and the Order and Opinion, as established by the judge, has been evasive as if the defendants' (i) had the right to remove plaintiff's action and (ii) have presented proof or factual evidence (promissory note) that the District courts had original jurisdiction pursuant to U.S.C. Title 28 §1332.
29. The above defects are sufficient in the showing of fraud or an irregularity in [Case No. 13-cv-12170] to justify Counterclaimant's Motion to Disqualify Judge from Hearing the matters presented in Counterclaimant's Notice of Removal From State Court [Case No. 4:14-cv-12505] reassigned to the docket of the Honorable Judge Terrence G. Berg and Magistrate Judge Mona K. Majzoub.
30. Counterclaimant has been prejudiced by the Judge's failure to cross examine if defendants' and attorneys are in fact in compliance with Michigan's foreclosure by Advertisement statute and relevant statutes in regards to the execution and validity in recorded instruments and would have been in a better position to preserve her interest in the property absent defendants' noncompliance with the statutes and sworn statements. Counterclaimant has demonstrated that a non-exhaustive list of factors have not been considered by the Honorable Judge Terrence G. Berg, including that Counterclaimant's Action to Quiet Title continued to establish that her claims relating to the fraudulent foreclosure process are viable.

31. Judge Terrence G. Berg's misconduct and actions has preserved the attorneys unsworn statements and is an in-direct result to the motions and pleadings being filed in the lower state court [36th District] whereby Counterclaimant filed a Notice of Removal From State Court against the 36th District Court proceeding [Case No. 14314030 LT] which involves violations of Court Rules and similar misconduct of both the judge and plaintiff's attorneys in the 36th District court and now the removal has been reassigned because it appears to be a companion case to [Case No. 13-cv-12170] held before the Honorable Judge Terrence G. Berg.
32. Counterclaimant establishes herein a reasonable fear that I would not and did not obtain a fair hearing in [Case No. 13-cv-12170] on the basis of the biased and prejudiced statements made against my national origin and that the judge would not and has not been willing to publicly or privately make a factual and legal finding and ruling against the defendants' by reviewing my offers of proof.
33. The foreclosure process, selling of property and redemption period has been proven to be largely nonsensical, as it seems on its face to be legal and lawful on the apparent basis that the mortgage and note and default are valid and even if accepted as true; Counterclaimant's complaint stated sufficient "facts to state a claim to relief that is plausible on its face." **Bell Atl. Corp. v. Twombly**, 550 U.S. 544, 570, 127 S.Ct. 1955, 167 L.Ed.2d 929 (2007).
34. Counterclaimant has demonstrated before the Honorable Judge Terrence G. Berg that their conduct is unlawful and has facial plausibility, factual content that allows any court of the United States to draw the reasonable inference that the defendants' is liable for the misconduct alleged. **Ashcroft v. Iqbal**, 556 U.S. 662, 678, 129 S.Ct. 1937, 173 L.Ed.2d 868 (2009). The allegations satisfy the pleading requirements of Federal Rule of Civil Procedure 9(b), which provides that "[i]n alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake." The Complaint (1) specifies the statements that the plaintiff contends were fraudulent, (2) identifies the speaker(s), (3) state where and when the statements were made, and (4) explains why the statements were fraudulent." **Frank v. Dana Corp.**, 547 F.3d 564, 569-70 (6th Cir. 2008). At a minimum plaintiff has alleged the time, place and contents of the misrepresentations upon which he or she has relied. *Id.* (citing **Bender v. Southland Corp.**, 749 F.2d 1205, 1216 (6th Cir. 1984)).
35. Counterclaimant has made a clear showing of fraud, or irregularity by the defendants' and its representatives BODMAN PLC. *Id.* (quoting **Schulthies v. Barron**, 16 Mich. App. 246 (1969)) and the misconduct relates to the foreclosure procedure itself. Defendants' failed to comply with all the requirements of Michigan's foreclosure by advertisement statute which rendered the foreclosure voidable.

36. Counterclaimant has made out a prima facie case to title and has provided the burden of proof and the burden now shifted to the defendants' attorney BODMAN PLC to establish superior right or title to the property and defendants failed to do so before the Honorable Judge Terrence G. Berg. Although the factual claims in defendants' right of interest and title are largely nonsensical, those claims plead by defendants' are simply inadequate and the Mortgagor may undo the sale by demonstrating fraud or irregularity in the foreclosure process which relates to the foreclosure procedure and sale itself.
37. Respect and confidence in the judicial system depends on not just actual fairness and impartiality, but also on the perception that the system is fair. This includes the public's perception, but starts with that of the litigants'. A judge must not only be impartial, but he should leave the impression of his impartiality upon all who attend court. **Anderson v. State, 287 So. 2d 322, 324 (Fla. 1st DCA 1973)**. A judge is held to a high standard of impartiality. "Every litigant is entitled to nothing less than the cold neutrality of an impartial judge." "It is the duty of the Courts to scrupulously guard this right and to refrain from attempting to exercise jurisdiction in any matter where his qualification to do so is seriously brought into question." **Hayslip v. Douglas, 400 So.2d 553, 557 (Fla. 4th DCA 1981)**.
38. Because of the facts stated herein, I Damita C. Johnson El Bey f.k.a. Damita C Johnson has lost faith in the objectivity of the Court and has a reasonably well-founded fear that I will not obtain a fair hearing and trial in [Case No. 4:14-cv-12505] which has been reassigned to the Honorable Judge Terrence G. Berg.
39. Thus Counterclaimant's Motion to Disqualify the Honorable Judge Terrence G. Berg has been premised to show the Honorable Judge Terrence G. Berg failed to: (1) uphold the integrity and independence in the judicial system; (2) avoid impropriety or the appearance of impropriety; (3) perform the duties of office fairly impartially or diligently, (4) avoid extrajudicial activities that are inconsistent with the obligations of judicial office.
40. The above conduct clearly violates ***The Code of Conduct for United States Judges***:

Canon (1): A JUDGE SHOULD UPHOLD THE INTEGRITY AND INDEPENDENCE OF THE JUDICIARY

Commentary Deference to the judgments and ruling of courts depends on public confidence in the integrity and independence of judges. The integrity and independence of judges depend in turn on their acting without fear or favor. Although judges should be independent, they must comply with the law and should comply with this Code. Adherence to this responsibility helps to maintain public confidence in the impartiality of the judiciary. Conversely, violation of this Code diminishes public confidence in the judiciary and injures our system of government under law. The Canons are rules of reason. They should be applied consistently with constitutional requirements, statutes, **other court rules** and

decisional law, and in the context of all relevant circumstances. The Code is to be construed so it does not impinge on the essential independence of judges in making judicial decisions.

Canon (2): A JUDGE SHOULD AVOID IMPROPRIETY AND THE APPEARANCE OF IMPROPRIETY IN ALL

ACTIVITIES Canon 2A An appearance of impropriety occurs when reasonable minds, with knowledge of all the relevant circumstances disclosed by a reasonable inquiry, would conclude that the judge's honesty, integrity, impartiality, temperament, or fitness to serve as a judge is impaired. Public confidence in the judiciary is eroded by irresponsible or improper conduct by judges. A judge must avoid all impropriety and appearance of impropriety. This prohibition applies to both professional and personal conduct. A judge must expect to be the subject of constant public scrutiny and accept freely and willingly restrictions that might be viewed as burdensome by the ordinary citizen.

Because it is not practicable to list all prohibited acts, the prohibition is necessarily cast in general terms that extend to conduct by judges that is harmful although not specifically mentioned in the Code. Actual improprieties under this standard include **violations of law, court rules**, or other specific provisions of this Code.

Canon (3): A JUDGE SHOULD PERFORM THE DUTIES OF THE OFFICE FAIRLY, IMPARTIALLY AND

DILIGENTLY. (C) Disqualification. (1) a judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instances in which (a) the judge has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding.

(D) Remittal of Disqualification. Instead of withdrawing from the proceeding, a judge disqualified by Canon 3(C)(1) may, except in the circumstances specifically set out in subsection (a) through (e), disclose on the record the basis of disqualification. The judge may participate in the proceeding if, after that disclosure, the parties and their lawyers have an opportunity to confer outside the presence of the judge, all agree in writing or on the record that the judge should not be disqualified, and the judge is then willing to participate. The agreement should be incorporated in the record of the proceeding.

Canon (4): A JUDGE MAY ENGAGE IN EXTRAJUDICIAL ACTIVITIES THAT ARE CONSISTENT WITH THE

OBLIGATIONS OF JUDICIAL OFFICE. [(A) Law-related Activities (4) Arbitration and Mediation (5) Practice of Law and (G) Chambers, Resources, and Staff. A judge should not to any substantial degree use judicial chambers, resources, or staff to engage in extrajudicial activities permitted by this Canon. **Ex parte communications are only allowed in emergencies the courts must hear from both sides before it can make a decision**

41. Counterclaimant establishes herein a reasonable fear that I would not and did not obtain a fair hearing in [Case No. 13-cv-12170] on the basis of the biased and prejudiced statements made against my national origin and that the judge

would not and has not been willing to publicly or privately make a factual and legal finding and ruling against the defendants' by reviewing my offers of proof.

42. Because of the facts stated herein, I Damita C. Johnson El Bey f.k.a. Damita C Johnson has lost faith in the objectivity of the Court and has a reasonably well-found fear that I will not obtain a fair hearing and trial in [Case No. 4:14-cv-12505] which has been reassigned to the Honorable Judge Terrence G. Berg.
43. In addition to Counterclaimant's Motion to Disqualify Judge, Counterclaimant has filed with the Office of the Circuit Court Executive of the 6th Circuit Court of Appeals a Complaint of Judicial Misconduct [**Exhibit L**] against the Honorable Terrence G. Berg and Counterclaimant further establishes that, because of the filing of my Complaint of Judicial Misconduct, I Damita C. Johnson El Bey f.k.a. Damita C. Johnson has lost faith in the impartiality of the Honorable Judge Terrence G. Berg and has a reasonably well-found fear that I will not obtain a fair hearing and trial in [Case No. 4:14-cv-12505] which has been reassigned to the Honorable Judge Terrence G. Berg because Counterclaimant has Filed a Judicial Misconduct Complaint against the Honorable Judge Terrence G. Berg. Cc: of this motion will also be forwarded to Office of the Circuit Court Executive [6th Circuit Court of Appeals].

WHEREFORE, Counterclaimant respectfully requests this Honorable Court and Judge Terrence G. Berg enter his Order for disqualification.

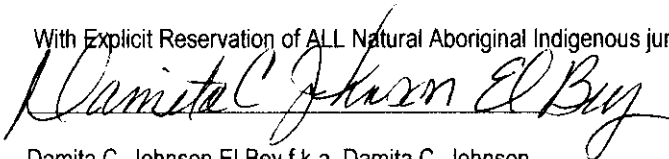
The undersigned I, Damita C. Johnson El Bey f.k.a. Damita C. Johnson certify Counterclaimant's Motion to Disqualify Judge and statements are made in good faith. **Dated July 07, 2014**

"I Damita C. Johnson El Bey f.k.a. Damita C. Johnson declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

[Made Pursuant to the United States Constitution & Title 28 USCA Section 1746]

Honorably Submitted,

With Explicit Reservation of ALL Natural Aboriginal Indigenous jurisdictions & Birthrights, Waiving None



Damita C. Johnson El Bey f.k.a. Damita C. Johnson
c/o 18945 Fielding
Detroit, Michigan Republic [48219]
Ph: 313 492-9437

Certificate of Service

mailing I (Damita C. Johnson El Bey f.k.a. Damita C. Johnson) Certify that on (Date July 7, 2014) I served Counterclaimant's Motion To Disqualify Judge w/attached [Exhibits A-L] via filing with the Court Clerk in the U.S. District Court (Theodore Levin Building) for the U.S. District Court In the Eastern District of Michigan (Detroit) and other registered agents thereof and by causing to be electronically using the ECF E-Filing system which will send electronic notice to all ECF participants with Cc: *certificate of* mailed to the Office of Circuit Court Executive of the 6th Circuit Court of Appeals and other registered agents thereof via USPS Certified Mail Return Receipt Requested to:

6th Circuit Court of Appeals
Office of Circuit Court Executive
540 Potter Stewart U.S. Courthouse
100 East Fifth Street
Cincinnati, OH 45202
USPS Certified Mail# 7013 0600 0000 1202 1557

"I certify to the fact that Counterclaimant's Motion To Disqualify Judge w/attached [Exhibits A-L] was served upon and mailed to the above parties."

"I (Damita C. Johnson El Bey f.k.a. Damita C. Johnson), declare under penalty of perjury under the dejure laws of the United States of America and of State of Michigan that the foregoing is true and correct.

[Made Pursuant to the United States Constitution & Title 28 USCA Section 1746]

All Rights Reserved
Damita C. Johnson El Bey
Authentication-Seal-Signature

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State Republic **Michigan**
County/Borough/Parish **Wayne**
This document was acknowledged before me on **July 7, 2014** [Date]
Dauana Martin
(Signature of Officer)
My commission expires: 4/10/2015

DAUANA MARTIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Apr 10, 2015
ACTING IN COUNTY OF *Wayne*

[Exhibit A]

The amount in controversy involved a mortgage and (\$79,068 note) that was allegedly assigned / transferred by **UNITED WHOLESALE MORTGAGE** to **SHORE MORTGAGE** and from **SHORE MORTGAGE** to **COUNTRY WIDE HOME LOANS INC.**, which ultimately resulted in **BANK OF AMERICA N.A.** becoming successor by purchase of Countrywide Financial and its subsidiary Country Wide Home Loans.

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

Borrower Name & Address:
Damita C Johnson
18945 Fielding St, Detroit, MI 48219-2511

Loan Number:
1350806598

You are hereby notified^a that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from **United Wholesale Mortgage**

to **Shore Mortgage**

effective

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing. [In this case, all necessary information is combined in this one notice.]

Your present servicer is **United Wholesale Mortgage**

If you have any questions relating to the transfer of servicing from your present servicer call **Patricia Neault**
(800) 981-8898

9:00 a.m. and 5:00 p.m. on the following days **Monday - Friday**. This is a toll-free or collect call number, between

Your new servicer will be **Shore Mortgage**

The business address for your new servicer is: **P.O. BOX 970 Birmingham MI 48012**

The toll-free or collect call telephone number of your new servicer is **(800) 816-8744**

If you have any questions relating to the transfer of servicing to your new servicer call **Customer Service**
at **(800) 816-8744**

between **9:00 a.m. and 5:00 p.m.** on the following days **Monday - Friday**

The date that your present servicer will stop accepting payments from you is **July 1, 2008**

The date that your new servicer will start accepting payments from you is **July 1, 2008**

Send all payments due on or after that date to your new servicer.

The transfer of servicing rights may affect the terms of or the continued availability of mortgage life or disability insurance or any other type of optional insurance in the following manner:

and you should take the following action to maintain coverage:

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

Shore Mortgage
P.O. BOX 970 Birmingham MI 48012

Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

^a This notification is a requirement of Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2605).

PRESENT SERVICER

Date

FUTURE SERVICER

Date

VMP-553R-9501105

12/94

VMP MORTGAGE FORMS (800) 621-7291



Loan Number: 1350806598

Borrower(s): Damita C Johnson
Property Address: 18945 Fielding St
Detroit, MI 48219-2511

Dear Customer:

Welcome to Shore Mortgage! We are happy to have you as our customer and hope that you were satisfied with our service as a mortgage lender. Shortly, we will be contacting you to say "Hello" via telephone, e-mail, text, or any other means of communication available.

As you may be aware, in the mortgage industry, loans can be sold or transferred to another lender based on the economy. These transactions may be isolated or bulk based. Shore Mortgage takes pride in its quality of customer service that we provide and would like to be able to assist you in the future should your loan be sold or transferred.

In the event that your loan is sold, we would like your permission to be able to contact you or your new servicer in the future to see how your loan is performing and possibly assist you with any situations that may arise. We would like to be able to work closely with you and your new servicer on any issues related to the escrow or performance of your loan, including late payments.

Please acknowledge that you have read, understand, and would like to have this customer service option available to you.

Damita C Johnson 5/20/08
Damita C Johnson date

date

date

date

date

date



SHORE MORTGAGE®

770 S. Adams • Suite 300

Birmingham, MI 48009

(800) 816-8744 FAX (248) 433-3189

05-20-08

DAMITA C JOHNSON

18945 FIELDING ST

DETROIT

MI 48219

LOAN NUMBER: 1350806598

Dear Mortgagors:

We are very pleased to have been able to provide financing on the above property and hope you were satisfied with our service. Your mortgage is being transferred to Countrywide Home Loans, Inc. We want you to know that finding a company with an outstanding reputation to assume our customer obligations was a vital consideration on our part in reaching this decision.

Effective with the 07-01-08 payment, all payments and correspondence concerning your loan account should be directed to:

Countrywide Home Loans, Inc.
Attn: Payment Processing, SV-36
400 Countrywide Way
Simi Valley, CA 93065
1-800-669-6607
Countrywide Loan Number 184066130

Please be advised that the sale of your mortgage loan does not affect any term or condition of the mortgage instruments, other than the terms directly related to the servicing of your loan.

You should be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA):

During the 60 day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a fee may not be imposed on you.

If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgement within 20 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request.

Not later than 60 business days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60 business day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if

proper grounds exist under the mortgage documents.

RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of Section 6. You should seek legal advice if you believe your rights have been violated.

If you should have any questions regarding this notice, please do not hesitate to contact Shore Mortgage Servicing Department, Monday through Friday, 8:30 a.m. - 5:30 p.m. at 1-800-816-8744. Also, if you do not receive your coupon or billing statement before you are ready to make your payment, please mail your payment in with your loan number written on the check to avoid making a late payment.

Sincerely,

SHORE MORTGAGE COMPANY

Customer Service Department

[Exhibit B]

Certified Title Search

**COLONIAL TITLE COMPANY
SEARCH REPORT**

Record Search Furnished to: Damita Johnson
18945 Fielding
Detroit, MI 48219

Customer Reference Number:

This search consists of entries recorded with the Office of the Register of Deeds, based upon legal description herein.

This is not a Title Insurance Policy, and should not be relied upon as such. THIS IS NOT AN "ENVIRONMENTAL SEARCH".

In consideration of the issuance of this search, it is agreed that Colonial Title Company, shall not be liable for any loss of damage arising from incorrectness or incompleteness of this search unless such incorrectness or incompleteness is the result of the intentional omission or misdescription by the Company, with the formed intent of harming the applicant of the search. In no event, as evidenced by the charge for this search, does Colonial Title Company undertake any liability arising from:

1. Consequential or punitive damages, loss of anticipated profits, costs of toxic waste cleanup or other loss so related;
2. Any type of loss which would result from the accuracy of a determination that any street address given and legal description searched constitute the same premises;
3. Any instrument (however designated) filed in the Office of the Register of Deeds pursuant to the Uniform Commercial Code P.A. 1962, No. 174, effective January 1, 1964; and/or
4. Any records of the Circuit, Probate or other Courts nor any records other than the records in the Office of the Register of Deeds.

Covering property described as: 18945 Fielding St., Detroit, MI 48219

We have searched the records in the Office of the Register of Deeds for Wayne County and find no conveyances describing said property in said office from said beginning date to February 4, 2013 at 8:00am.

See attached Rider "B"

**Colonial Title Company
Raymond DeBates, President**

RIDER "B"
SEARCH OF TITLE

From examination of the records in the Register of Deeds Office, Wayne County, Michigan, up to February 4, 2013 at 8:00am.

PROPERTY DESCRIPTION:

Land Situated in the City of Detroit, County of Wayne and State of Michigan described as follows:

The North 18 feet of Lot 91 and the South 22 feet of Lot 92 - C.W. Harrah's Redford Subdivision, as recorded in Liber 57, Page 80 of Plats, Wayne County Records.

Commonly Known As: 18945 Fielding St., Detroit, MI 48219

Tax ID Number: WARD: 22 - ITEM: 102910

Apparent Owner: Damita C. Johnson

Title deed dated 06/15/99 and recorded 07/14/99 in Liber 30245, Page 7322, Wayne County Records.

2011 and prior taxes are paid.

2012 Summer taxes are PAID \$1,335.62

2012 Winter taxes are PAID \$151.05

SPECIAL ASSESSMENTS: NONE SHOWN ON WEBSITE

Tax amounts as shown are base amounts only and do not include any penalty or interest.

Sheriff's Deed dated, 11/01/12, recorded 11/16/12, in Liber 50301, Page 524, which was given upon foreclosure of the mortgage recorded 05/28/08, in Liber 47263, Page 1063, and assigned to BAC Home Loans Servicing, L.P., in assignment recorded in Liber 48793, page 1046, Wayne County Records. SAID RIGHT TO REDEEM TO EXPIRE SIX MONTHS FROM THE DATE THEREOF, 05/01/13.

Mortgage in the original amount of \$13,645.00, executed by Damita C. Johnson, unmarried, to Hansons Madison Heights, dated 05/31/08, recorded 07/18/08, in Liber 47374, Page 408, and assigned to FCC Investment Trust I in Liber 47419, Page 1185, Wayne County Records.

Interest of Let Me Help U Irrevocable Trust as evidenced by a Revised Grant deed dated 08/17/10 and recorded 11/03/10 in Liber 48824, Page 1299, Wayne County Records. NOTE: The Grantor(s) on said deed did not have a recorded interest in subject property at the time the deed was done.

Under this form of Search, this Company is not an insurer of the above Title, nor does it guarantee the Title or any evidence thereto and is not liable for any inaccuracies involving environmental searches or determinations.

The liability is limited to the amount paid for the Search. Rider attached to and forming a part of Search No. 19189

Colonial Title Company
Raymond DeBates, President

FILE DO NOT MAIL

2012 NOV 16 PM 2:13

Bernard J. Youngblood
Wayne County Register of Deeds
November 16, 2012 02:13 PM
Inst: 2012459872 SHD Pages: 6
Liber: 58301 Page: 524



344032F01 Johnson - FC X

SHERIFF'S DEED ON MORTGAGE SALE

This Indenture Made this 1st day of November, A.D. 2012, between, Felicia Mack, a Deputy Sheriff in and for Wayne County, Michigan, whose address is 4747 Woodward Ave Detroit, Michigan 48201-1307, party of the first part, and Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P., whose address is 5401 N Beach St Stop FWTX-828, Fort Worth, TX 76137-2733, party of the second part (hereinafter called the grantee).

WITNESSETH, That Whereas a certain mortgage made by Damita C. Johnson, A Single Woman, original mortgagor(s), to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, Mortgagee, dated May 2, 2008, and recorded on May 28, 2008 in Liber 47263 on Page 1063, and assigned by said Mortgagee to BAC Home Loans Servicing, L.P. as assignee as documented by an assignment dated October 1, 2010 recorded on October 15, 2010 in Liber 48793 on Page 1046, in Wayne county records, Michigan (said mortgage secured an FHA loan insured by the US Department of Housing and Urban Development ("HUD")), and

WHEREAS, said mortgage contained a power of sale which has become operative by reason of a default in the condition of said mortgage, and

WHEREAS, no suit or proceedings at law or in equity have been instituted to recover the debt secured by said mortgage or any part thereof, and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in said mortgage, that the said premises, or some part of them, would be sold at 1:00 PM on the 29th day of December, A.D. 2010 (sale adjourned from December 29, 2010 to November 1, 2012), at public vendue, that being the place of holding the Circuit Court for Wayne County where the premises are situated and

WHEREAS, pursuant to said notice I did, at on the day last aforesaid, expose for sale at public vendue the said lands and tenements hereinafter described, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of One Hundred Three Thousand Five Hundred Ninety-Nine and 09/100 Dollars (\$103,599.09), that being the highest bid therefore and the grantee being the highest bidder, and

WHEREAS, said lands and tenements are situated in the City of Detroit, Wayne County, Michigan, more particularly described in exhibit A, attached and commonly known as:

18945 Fielding St

Property Tax Parcel ID 22/102910

This property may be located within the vicinity of farmland or a farm operation. Generally, accepted agricultural and management practices, which may generate noise, dust, odors, and other associated conditions, may be used and are protected by the Michigan right to farm act.

Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain and sell unto the grantee, its successors and assigns, forever, all the estate, right, title and interest, which the said Mortgagor(s) had in said land and tenements and every part thereof, on the 2nd day of May A.D. 2008, that being the date of said mortgage, or at any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to sell the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the date and year first above written.

Felicia Mack

Deputy Sheriff in and for the County of Wayne

STATE OF MICHIGAN
COUNTY OF WAYNE

On this 1st day of November, A.D. 2012, before me, a Notary Public in and for said County of Wayne came Felicia Mack, a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that she/he executed the same to be her/his free act and deed as such Deputy Sheriff.

Notary Public, Wayne County, Michigan
My commission expires:
Acting in the county of Wayne

THIS INSTRUMENT IS EXEMPT FROM MICHIGAN TRANSFER TAX UNDER MCLA 207.505(c); MCLA 207.526(v); MCLA 207.505(h)(ii).

HUD #2619438672703

Laura Dymant
Notary Public
Appointed in Macomb County
Acting in Wayne County
Appointment Expires on 11/18/2014

Team X - Damita C Johnson

NOTICE PURSUANT TO MCL 600.3205a(4) NOTICE is hereby provided to Damita C Johnson, the borrowers and/or mortgagors (hereinafter "Borrower") regarding the property located at: 18945 Fielding St, Detroit, MI 48219-2511. The Borrower has the right to request a meeting with the mortgage holder or mortgage servicer. The agent designated by the Mortgage Servicer and/or Mortgage Holder to contact and that has authority to make agreements under MCL sections 600.3205b and 600.3205c is: Trott & Trott, P.C., 31440 Northwestern Highway, Suite 200, Farmington Hills, MI 48334-2525 at (248) 593-1302 The Borrower may contact a housing counselor by visiting the Michigan State Housing Development Authority's website or by calling the Michigan State Housing Development Authority at <http://www.michigan.gov/mshda> or at (866) 946-7432. If the Borrower requests a meeting with the agent designated above by contacting an approved housing counselor within 14 days from October 1, 2010, foreclosure proceedings will not be commenced until 90 days after October 1, 2010. If the Borrower and the agent designated above reach an agreement to modify the mortgage loan, the mortgage will not be foreclosed if the Borrower abides by the terms of the agreement. The Borrower has the right to contact an attorney. The telephone number of the State Bar of Michigan's Lawyer Referral Service is (800) 968-0738. THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. Date: October 4, 2010 For more information, please call: FC X (248) 593-1302 Trott & Trott, P.C. Attorneys For Servicer and/or Mortgage Holder 31440 Northwestern Highway, Suite 200 Farmington Hills, MI 48334-2525 File # 346032F01 (10-4)

AFFIDAVIT OF PUBLICATION

(Affidavit of Publisher)

STATE OF MICHIGAN,
 SS.
 COUNTY OF OAKLAND

The undersigned, an employee of the publisher of Detroit Legal News, having knowledge of the facts, being duly sworn deposes and says that a notice, a true copy of which is annexed hereto, was published in Detroit Legal News a newspaper circulated in Wayne County on October 4, 2010 A.D.


 Cindy C. Lawler

Subscribed and sworn before me on this 14th day of November 2012 A.D.


 Jennifer Dado

Notary Public Oakland County, Michigan. My commission expires: January 25, 2019 Acting in Oakland County, Michigan.

Attorney: Trott & Trott P.C. - Trott & Trott P.C. (team x) Wayne
 AttorneyFile#: 346032F01
 Notice#: 851719

346032F01

Team X - Damita C. Johnson

TROTT & TROTT, P.C. Attorneys and Counselors 31440 Northwestern Highway, Suite 200 Farmington Hills, Michigan 48334-2525 THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. PLEASE CONTACT OUR OFFICE AT THE NUMBER BELOW IF YOU ARE IN ACTIVE MILITARY DUTY. ATTN PURCHASERS: This sale may be rescinded by the foreclosing mortgagee. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest. MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Damita C. Johnson, A Single Woman, original mortgagor(s), to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, Mortgagee, dated May 2, 2008, and recorded on May 28, 2008 in Liber 47263 on Page 1063, and assigned by said Mortgagee to BAC Home Loans Servicing, L.P. as assignee as documented by an assignment, in Wayne county records, Michigan, on which mortgage there is claimed to be due at the date hereof the sum of Eighty-Four Thousand Five Hundred Thirty and 73/100 Dollars (\$84,530.73), including interest at 6.5% per annum. Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue, at the place of holding the circuit court within Wayne County, at 1:00 PM, on December 29, 2010. Said premises are situated in City of Detroit, Wayne County, Michigan, and are described as: The North 18 Feet of Lot 91 and the South 22 Feet of Lot 92, C.W. Harrah's Radford Subdivision, as Recorded in Liber 57, Page 80 of Plats, Wayne County Records. The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCLA 600.3241a, in which case the redemption period shall be 30 days from the date of such sale. Dated: December 1, 2010 For more information, please call: FC X (248) 593-1302 Trott & Trott, P.C. Attorneys For Servicer 31440 Northwestern Highway, Suite 200 Farmington Hills, Michigan 48334-2525 Fax #346032F01 (12-1)(12-22)

AFFIDAVIT OF PUBLICATION

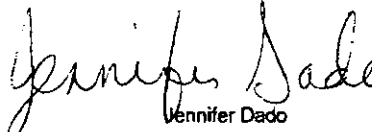
(Affidavit of Publisher)

STATE OF MICHIGAN,
SS.
COUNTY OF OAKLAND

The undersigned, an employee of the publisher of Detroit Legal News, having knowledge of the facts, being duly sworn deposes and says that a notice, a true copy of which is annexed hereto, was published in Detroit Legal News a newspaper circulated in Wayne County on December 1, December 8, December 15, December 22, 2010 A.D.


Cindy C. Lawler

Subscribed and sworn before me on this 14th day of November 2012 A.D.


Jennifer Dado

Notary Public Oakland County, Michigan. My commission expires: January 25, 2019 Acting in Oakland County, Michigan.

Attorney: Trott & Trott P.C. - Trott & Trott P.C. (team x) Wayne
AttorneyFile#: 346032F01
Notice#: 877312

346032F01

2012459872 Page 4 of 8

Team X - Damita C. Johnson

TROTT & TROTT, P.C. Attorneys and Counselors
31440 Northwestern Highway, Suite 200
Farmington Hills, Michigan 48334-2525 THIS
FIRM IS A DEBT COLLECTOR ATTEMPTING TO
COLLECT A DEBT. ANY INFORMATION WE
OBTAIN WILL BE USED FOR THAT PURPOSE.
PLEASE CONTACT OUR OFFICE AT THE
NUMBER BELOW IF YOU ARE IN ACTIVE
MILITARY DUTY. ATTN PURCHASERS: This sale
may be rescinded by the foreclosing mortgagee.
In that event, your damages, if any, shall be limited
solely to the return of the bid amount tendered at
sale, plus interest. MORTGAGE SALE - Default
has been made in the conditions of a mortgage
made by Damita C. Johnson, A Single Woman,
original mortgagor(s), to Mortgage Electronic
Registration Systems, Inc., as nominee for lender
and lender's successors and/or assigns,
Mortgagee, dated May 2, 2008, and recorded on
May 28, 2008 in Liber 47263 on Page 1063, and
assigned by said Mortgagee to BAC Home Loans
Servicing, L.P. as assignee as documented by an
assignment, in Wayne county records, Michigan,
on which mortgage there is claimed to be due at
the date hereof the sum of Eighty-Four Thousand
Five Hundred Thirty and 73/100 Dollars
(\$84,530.73), including interest at 6.5% per
annum. Under the power of sale contained in said
mortgage and the statute in such case made and
provided, notice is hereby given that said mortgage
will be foreclosed by a sale of the mortgaged
premises, or some part of them, at public vendue,
at the place of holding the circuit court within
Wayne County, at 1:00 PM, on December 29,
2010. Said premises are situated in City of Detroit,
Wayne County, Michigan, and are described as:
The North 18 Feet of Lot 91 and the South 22 Feet
of Lot 92, C.W. Harrah's Radford Subdivision, as
Recorded in Liber 57, Page 80 of Plats, Wayne
County Records. The redemption period shall be 6
months from the date of such sale, unless
determined abandoned in accordance with MCLA
600.3241a, in which case the redemption period
shall be 30 days from the date of such sale. Dated:
December 1, 2010 For more information, please
call: PC X (248) 593-1302 Trott & Trott, P.C.
Attorneys For Servicer 31440 Northwestern
Highway, Suite 200 Farmington Hills, Michigan
48334-2525 File #346032F01 (12-1)(12-22)

EVIDENCE OF SALE

(Affidavit of Posting)

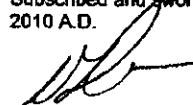
STATE OF MICHIGAN
ss.
COUNTY OF WAYNE

Wendell Byrd being duly sworn, deposes that on the 3rd day
of December, 2010 A.D. he/she posted a notice, a true copy
of which is annexed hereto, in a conspicuous place upon the
premises described in said notice by attaching the same in a
secure manner to the front door.



Wendell Byrd

Subscribed and sworn before me on this 7th day of December
2010 A.D.



Deborah L. Elick

Notary Public Wayne County, Michigan. My commission
expires: November 19, 2013. Acting in Wayne County,
Michigan.

CIRCLE IF Vacant
Multi-Unit Upper Unit Lower Unit
Multi-Addr Unit 1 Unit 2 Unit A Unit B
Condo Mobile/Manufactured Home No Dwelling

Attorney Office: Trott & Trott P.C. (team x) Wayne
Attorney File# 346032F01040506
Notice ID# 877312

2012459872 Page 5 of 8

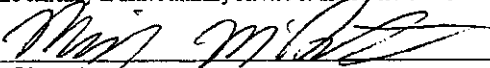
Johnson, Damita
NON-MILITARY AFFIDAVIT
STATE OF MICHIGAN

T&T #346032F01


SS.

COUNTY OF OAKLAND

The undersigned, being first duly sworn, deposes and says that upon investigation she/he is informed and believes that no borrower(s) are currently in active military service of the United States.


Michael McDermott

Signed and sworn to before me in Oakland County, Michigan, on this 30th day of October, 2012 by
Michael McDermott


Danielle Plucinski, Notary public
State of Michigan, County of Oakland
My commission expires January 2, 2015
Acting in the County of Oakland

EVIDENCE OF SALE (Affidavit of Auctioneer)
STATE OF MICHIGAN

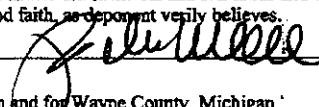
SS.

COUNTY OF WAYNE

Felicia Mack

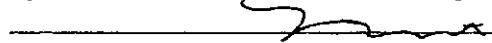
ORIGINAL
12.9617

, being duly sworn, deposes and says that she/he is a Deputy Sheriff of said Wayne; that she/he acted as Auctioneer, and made the sale as described in the annexed Deed pursuant to the annexed printed notice: that said sale was opened at 11:00 AM on the 1st day of November, A.D. 2012, at the In Courtroom 1607, Wayne County Circuit Court Tower in the Coleman A. Young Municipal Center in Detroit, Michigan, that being the place of holding the Circuit Court in said Wayne County; that the highest bid for the lands and tenements therein described was One Hundred Three Thousand Five Hundred Ninety-Nine and 09/100 Dollars dollars \$103,599.09 made by Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P.; that said sale was in all respects open and fair; and that she/he did strike off and sell lands and tenements to said bidders, which purchased the said lands and tenements fairly, and in good faith, as deponent verily believes.


Felicia Mack

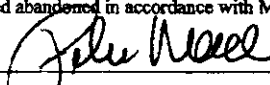
Deputy Sheriff in and for Wayne County, Michigan

Signed and sworn to before me in Wayne County, Michigan, on this 1st day of November, A.D. 2012


Notary Public, Wayne County, Michigan
My Commission Expires:
Acting in the county of Wayne

Laura Dymant
Notary Public
Appointed in Macomb County
Acting in Wayne County
Appointment Expires on 11/19/2014

I DO HEREBY CERTIFY that the last day to redeem is May 1, 2013, after which the within Sheriff's Deed will become operative, unless determined abandoned in accordance with MCLA 600.3241a, or unless redeemed according to the law, in such case made and provided.


Felicia Mack

Deputy Sheriff in and for Wayne County, Michigan

Prepared By:
Jennifer Lanfear (P71468)
Trott & Trott, P.C.
31440 Northwestern Highway, Suite 200
Farmington Hills, MI 48334-2525
T & T # 346032F01

ATTN REGISTER OF DEEDS: Please send all Redemption notifications and funds collected in your office to Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P. c/o Trott & Trott, P.C., Post-Sale Unit, 31440 Northwestern Highway, Suite 200, Farmington Hills, MI 48334-2525.

ATTN PURCHASERS: This sale may be rescinded by the foreclosing mortgagee. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest. Please be advised that all 3rd party bidders are responsible for preparing and recording the Sheriff's Deed. TROTT & TROTT, P.C. Hereby expressly disclaims all liability relating to the foreclosure, preparation and recording of the Sheriff's Deed.

AFFIDAVIT OF MCL 600.3205 NOTICE

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

NOW COMES Michael McDermott, who, first being sworn, deposes and says:

I am an attorney employed by Trott & Trott, P.C. and am duly authorized to execute this Affidavit on its behalf.

That I have reviewed the business records of Trott & Trott, P.C. and based on my review of those records, a written notice dated October 1, 2010 was served in the manner necessary according to MCL 600.3205a(3);

That said notice includes: (a) the reason for default and the amount due and owing; (b) the contact information for the mortgage holder, the mortgage servicer, or any agent designated by the mortgage holder or mortgage servicer; and (c) a statement of the borrowers' rights, all according to MCL 600.3205a(1);

That said notice includes a list of housing counselors as required by MCL 600.3205a(2); and

That the time for a housing counselor to notify the person designated under MCL 600.3205a(1)(c) of a request by the borrower(s) has expired without a request for a meeting.

FURTHER DEPONENT SAYETH NOT.

Michael McDermott

Attorney for Bank of America, N.A., as successor by merger to
BAC Home Loans Servicing, L.P.
Trott & Trott, P.C.
31440 Northwestern Highway, Suite 200
Farmington Hills, MI 48334-2525

Signed and sworn to before me in Oakland County, Michigan, on 10/30/2012

by Michael McDermott, Attorney for Bank of America, N.A., as successor by merger to BAC
Home Loans Servicing, L.P.

Danielle Plucinski

Danielle Plucinski, Notary public
State of Michigan, County of Oakland
My commission expires January 2, 2015
Acting in the County of Oakland

T&T # 346032F01 Johnson, Damita

AFFIDAVIT OF PURCHASER

The Undersigned, being duly sworn, states as follows:

1. I am an employee of Trott & Trott, P.C. and am authorized as counsel to submit this Affidavit Of Purchaser. I have knowledge of the facts stated herein and am competent to testify concerning such facts regarding a foreclosure sale scheduled for November 1, 2012 with respect to certain real property (the "Property") commonly known as 18945 Fielding St.


2. This affidavit may only be recorded and used by Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P. in the event it is the successful purchaser of the property on November 1, 2012. No other purchaser may utilize this affidavit.

3. The last date the Property may be redeemed is May 1, 2013. ANY REDEEMING PARTY SHOULD NOTE THAT THIS DATE MAY CHANGE AS SET FORTH IN SUBSEQUENT AFFIDAVITS OR AS PROVIDED BY APPLICABLE LAW.

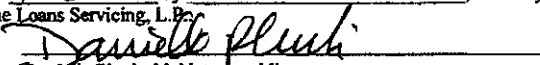
4. The amount necessary to redeem the Property is \$103,599.09 (One Hundred Three Thousand Five Hundred Ninety-Nine and 09/100 Dollars), plus interest at a per diem rate of \$18.45 (Eighteen and 45/100 Dollars) from the date of sale to the date of redemption, plus any additional amounts that may be added pursuant to MCLA §600.3240(4). ANY REDEEMING PARTY SHOULD NOTE THAT THIS AMOUNT MAY INCREASE to include amounts paid by Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P. for taxes, amounts necessary to redeem senior liens, condominium assessments, homeowner association assessments, community association assessments, insurance premiums, or any other amounts as provided by MCLA §600.3240(4), as well as interest thereon at the interest rate specified in the mortgage from the date of payment to the date of redemption.

5. Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P. has designated Trott & Trott, P.C. as its designee responsible to assist an appropriate person redeeming the Property in computing the exact amount required to redeem the Property and to receive redemption funds. If you choose to utilize this assistance, contact Trott & Trott, P.C. at RedemptionFigures@trottlaw.com or by phone at (248) 593-1308. Pursuant to statute, Trott & Trott, P.C. will charge a fee of \$150.00 (One Hundred Fifty And 00/100 Dollars) if you opt to use this assistance.

FURTHER DEPONENT SAYETH NOT.


 Michael McDermott
 Attorney For Bank of America, N.A., as successor by merger to
 BAC Home Loans Servicing, L.P.
 Trott & Trott, P.C.
 31440 Northwestern Highway, Suite 200
 Farmington Hills, MI 48334-2525

Signed and sworn to before me in Oakland County, Michigan, on 10/30/2012 by Michael McDermott, Attorney
 for Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P.


 Danielle Plucinski, Notary public
 State of Michigan, County of Oakland
 My commission expires January 2, 2015
 Acting in the County of Oakland

T&T #346032F01 Damita C Johnson, Mortgagor(s).

2012459872 Page 8 of 8


346032F01 Johnson - FC X

HUD #2619438672703

Exhibit A - Property Description

The North 18 Feet of Lot 91 and the South 22 Feet of Lot 92, C.W. Harrah's Redford Subdivision, as Recorded in Liber 57, Page 80 of Plats, Wayne County Records.

2010 OCT 15 AM 9:31

Bernard J. Youngblood
Wayne County Register of Deeds
October 15, 2010 09:31 AM
Liber 48793 Page 1046-1046
#2010355970 RSG FEE: \$15.00


ASSIGNMENT OF MORTGAGE

Johnson, Damita C

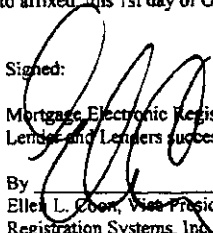
T&T # 346032F01

KNOW ALL MEN BY THESE PRESENTS, that Mortgage Electronic Registration Systems, Inc as nominee for Lender and Lenders successors and/or assigns, 1818 Library Street, Suite 300, Reston, VA 20190, party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, lawful money of the United States of America, to it paid by: BAC Home Loans Servicing, L.P., 400 Countrywide Way, Simi Valley, CA 93065-6298, party of the second part, the receipt whereof is hereby acknowledged, has sold, assigned and transferred, and does hereby sell, assign and transfer to the said party of the second part, all the right, title and interest of the said party of the first part in and to a certain real estate mortgage made by Damita C. Johnson, A Single Woman, original mortgagor(s), to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, Mortgagee, dated May 2, 2008, and recorded on May 28, 2008 in Liber 47263 on Page 1063, in Wayne county records, Michigan

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 1st day of October, 2010.

In the presence of:

Signed:


Mortgage Electronic Registration Systems, Inc as nominee for
Lender and Lenders successors and/or assigns

By

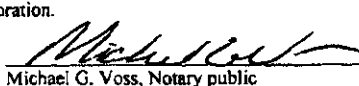
Ellen L. Coon, Vice President, for Mortgage Electronic
Registration Systems, Inc., pursuant to Agreement for Signing
Authority dated 05/19/2009

STATE OF MICHIGAN)

)SS.

COUNTY OF OAKLAND)

This instrument was acknowledged before me in Oakland County, State of Michigan, on this 1st day of October, 2010, by Ellen L. Coon, Vice President, for Mortgage Electronic Registration Systems, Inc., pursuant to Agreement for Signing Authority dated 05/19/2009, for the corporation.


Michael G. Voss, Notary public
State of Michigan, County of Wayne
My commission expires January 9, 2017
Acting in the County of Oakland

When Recorded Return To: Trott & Trott, P.C. 31440 Northwestern Highway, Suite 200 Farmington Hills, MI 48334-2525	Drafted by: Marcy J. Ford Trott & Trott, P.C. 31440 Northwestern Highway, Suite 200 Farmington Hills, MI 48334-2525
--	---

City of Detroit:

Legal Description:

The North 18 Feet of Lot 91 and the South 22 Feet of Lot 92, C.W. Harrah's Redford Subdivision, as Recorded in
Liber 57, Page 80 of Plats, Wayne County Records.

Tax Parcel No. 22/102910

Property Address
18945 Fielding St
Detroit, MI 48219-2511

2008 MAY 15 PM 1:23

2008 MAY 28 PM 2:53

ALPHA TITLE AGENCY INC
13407 FARMINGTON
SUITE 101
IVONIA, MI 481Bernard J. Youngblood
Wayne County Register of Deeds

May 28, 2008 02:53 PM

Liber 47263 Page 1063-1070

#208217969 MTG FEE: \$36.00



MORTGAGE

State of Michigan

Return To:

FHA Case No.

261-9438672-703

United Wholesale Mortgage
555 South Adams Road, Birmingham, MICHIGAN
48009

MIN 100032413508065989

THIS MORTGAGE ("Security Instrument") is given on May 02, 2008
The Mortgagor is Damita C Johnson, A SINGLE WOMAN *df*

18945 Fielding St, Detroit, MI 48219-2511

, whose address is

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. United Wholesale Mortgage

("Lender") is organized and existing under the laws of MICHIGAN, and has an address of 555 South Adams Road Birmingham, MICHIGAN 48009

Borrower owes Lender the principal sum of
Seventy Nine Thousand Sixty Eight and 00/100

Dollars (U.S. \$ 79,068.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 01, 2038. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b)

1350806598

FHA Michigan Mortgage with MERS - 4/96
VMP-4N(MI) (0401).03 Amended 2/01
Page 1 of 8 *h3152* Initials: *df*
VMP Mortgage Solutions (800)521-7291*36-*

L 47263 - P 1064

the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to MERS (solely as the nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in Wayne

County, Michigan:

CITY OF DETROIT, WAYNE COUNTY MICHIGAN

THE NORTH 18 FEET OF LOT 91 AND THE SOUTH 22 FEET OF LOT 92, C.W. HARRAH'S
REDFORD SUBDIVISION, AS RECORDED IN LIBER 57, PAGE 80 OF PLATS, WAYNE
COUNTY RECORDS

Parcel ID Number: WARD 22 ITEM 102910
which has the address of 18945 Fielding St

[City] [Street]

Detroit

[City], Michigan 48219-2511 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium.

1350806598

VN-4N(MI) (04011.03)

Page 2 of 8

Initials: 

L 47263 - P 1070

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 (Seal)
 Damita C Johnson -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

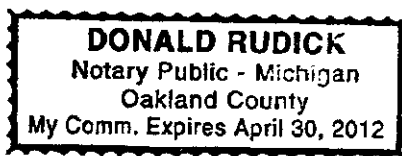
STATE OF MICHIGAN,

Acknowledged before me in Wayne
 County, Michigan, on May 02, 2008
 Damita C Johnson

WAYNE

County ss:

by



 Notary Public, State of Michigan,
 County of Oakland
 My commission expires 4/30/2012
 Acting in the County of Wayne

This instrument was prepared by Patricia Neault
 555 South Adams Road, Birmingham, MICHIGAN 48009

1350806598

VMP-4N(MI) (0401).03

Page 8 of 8

2008 AUG 14 AM 9:55

Bernard J. Youngblood
Wayne County Register of Deeds
August 14, 2008 09:55 AM
Liber 47419 Page 1185-1186
#208213915 ASG FEE: \$18.00



The State of Michigan } **ASSIGNMENT**
County of 46945 } **Know All Men by These Presents:**
Wayne }

WHEREAS, on the 31 day of May, 2008

Damita C Johnson, unmarried

did execute ONE certain note, described as follows:

ONE RETAIL INSTALLMENT CONTRACT/NOTE IN THE AMOUNT OF \$ 13,645.00
and which said note is set out and described in a certain MORTGAGE

executed by Damita C Johnson

to HANSONS MADISON HEIGHTS 1000 Tech Roy MI 48071
Madison Heights

and recorded in Vol. Inst # 208290590
41314, page 408, records of COUNTY CLERK/REGISTER OF DEEDS

of Wayne County, and secured by the ONE lien therein expressed, on the

following described lot, or parcel of land, situated in the County of Wayne State of MI

to wit: See Attached Legal Description Aka: 18945 Fielding
Detroit MI 48219 Ward 22, Item 102910

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT

HANSONS MADISON HEIGHTS the payee and owner and holder of said note, for and in

consideration of the sum of TEN Dollars to them in hand paid by
FCC Investment Trust I 1345 Avenue of the Americas, 46th Floor
New York, NY 10105 the

receipt of which is hereby acknowledged, have Sold, Transferred and Conveyed, and do hereby Sell,
Transfer and Convey unto said FCC Investment Trust I of the County of NEW YORK, STATE
OF NY, the said Note and said lien and all liens and titles held by them in and to said land.

To have and to hold the same unto the said FCC Investment Trust I, its
heirs and assigns forever.

WITNESS hand this 5 day of June, 2008

Return To:
First Consumer Credit, Inc.
405 State Highway 121 Bypass
Building A, Suite 250
Lewisville, TX 75067

HANSONS MADISON HEIGHTS

Beth A. Heiss
Beth A. Heiss, Finance

(Corporate Acknowledgement)

STATE OF Michigan COUNTY OF Wayne Ss:
I CERTIFY that on 5 day of June, 2008 Beth A. Heiss
Personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as Finance Title, Company Name Madison Heights
the entity named in this instrument; and
(c) executed this instrument as the act of the entity named in this instrument.

Michelle L. Johnson
Notary Public, Michelle L. Johnson

11-26-13
Commission expires

Document Prepared by M. Andrews, First Consumer Credit, Inc.
405 State Hwy 121 Bypass, Bldg A, Ste 250, Lewisville, TX 75067

Commissioned in: Macomb
Acting in: Wayne

108 12 6R 249-8


L 47419 - P 1186

Legal Description

The South 22 feet of Lot 92 and North 18 feet of Lot 91, C.W.
HARRAHS REDFORD SUBDIVISION, City of Detroit, Wayne
County, Michigan. As recorded in Liber 57, Page 80 of Plats, Wayne
County Records.

46945, unmarried

2008 JUL 18 AM 9:53

Bernard J. Youngblood
Wayne County Register of Deeds
July 18, 2008 09:53 AM
Liber 47374 Page 488-412
#208290588 MTC FEE: \$27.00


[Space Above This Line For Recording Data]

46945

MICHIGAN MORTGAGE

This mortgage, referred to as Security Instrument, is given on 6-30-08 [date]. The mortgagor, referred to as Borrower, is Dawnita C. Johnson [name]. This Security Instrument is given to Hansons Madison Heights, referred to as Contractor, whose address is 1000 Tech Row, Madison Heights, [city].

MC 49071 thirteen thousand six hundred County, Michigan. Borrower owes Contractor the principal sum of forty-five & 00/100 Dollars (U.S. \$ 13,645.00). This debt is evidenced by Borrower's Home Improvement Retail Installment Contract, referred to as Note, which provides for 120 monthly payments, with the full debt, if not paid earlier, due and payable on 9/15/2019 [last payment date]. This Security Instrument secures to Contractor: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions, and modifications; (b) the payment of all other sums, with interest; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant, and convey to Contractor the following-described property located in Wayne County, Michigan. The property has the address of 18945 Fielding [street], Detroit [city], Michigan 48219 [Zip Code], and is referred to as Property Address. This Property Address is also the tax address, and is where all tax statements should be sent. The Property Address has the following legal description: Parcel #: Ward 22, Item 102910

**Additional Title Holder:

PLEASE SEE ATTACHED DESCRIPTION

Together with all the improvements now or to be erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or to become a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower and Contractor covenant and agree as follows:

SECTION ONE
PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND
LATE CHARGES

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

SECTION TWO
APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by Contractor under Section One shall be applied first to the interest we have earned on the principal to the date of your payment, then to reduce the unpaid principal and to other amounts due.

This instrument was drafted by, and should be returned to:

Carol Lakes
First Consumer Credit, Inc.
405 State Highway 121 Bypass
Building A, Suite 250
Lewisville, TX 75067

L 47374 - P 411

SECTION SIXTEEN
ACCELERATION; REMEDIES

Contractor shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Contractor at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Contractor shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees.

If Contractor invokes the power of sale, Contractor shall cause a copy of a notice of sale to be served on any person in possession of the Property. Contractor shall publish a notice of sale, and the Property shall be sold at public auction in the manner prescribed by applicable law. Contractor or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

SECTION SEVENTEEN
CONTRACTOR IN POSSESSION

On acceleration under Section Sixteen, or abandonment of the Property, and at any time prior to the expiration of any period of redemption following the sale of the Property, Contractor (in person, by agent, or by judicially appointed receiver) shall be entitled to enter on, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Contractor or the receiver shall be applied first to the payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney fees, and then to the sums secured by this Security Instrument.

SECTION EIGHTEEN
RELEASE

On payment of all sums secured by this Security Instrument, Contractor shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

SECTION NINETEEN
WAIVER OF HOMESTEAD

Borrower waives all right of homestead exemption in the Property.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

DEFAULT IN THE PAYMENT OF THE CONTRACT MAY RESULT IN LOSS OF THE PROPERTY SECURING THE TRANSACTION. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed under seal as of the day and year first written above.

MORTGAGOR:

Damita C Johnson

Print Name

Damita C. Johnson (SEAL)
Signature

MORTGAGOR:

Print Name

(SEAL)
Signature

MORTGAGOR ACKNOWLEDGEMENT

STATE OF MICHIGAN
COUNTY/CITY OF

Wayne

TO WIT:

On this 31 day of May, 2008, before me, the undersigned, personally appeared Damita C Johnson, unmarried ** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and Notarial Seal.

Notary Public

Michelle L Johnson (SEAL)
Michelle L Johnson

My Commission Expires: 11-26-13Commissioned in: Macomb

**

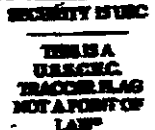
Acting in: Wayne

EXHIBIT A

Legal Description

The South 22 feet of Lot 92 and North 18 feet of Lot 91, C.W.
HARRAHS REDFORD SUBDIVISION, City of Detroit, Wayne
County, Michigan. As recorded in Liber 57, Page 80 of Plats, Wayne
County Records.

46945, unmarried



MIN: 100032413508065989

After Recording and Until a Change is requested
 All tax Statements shall be sent to the following:
 Damita C. Johnson
 18945 Fielding
 Detroit, Michigan [48219]

2010 NOV -3 AM 11:23

REVISED GRANT DEED

THIS GRANT DEED IS TO REVISE/CORRECT DOCUMENT RECORDED INSTRUMENT NO(S). 208217969; 208290590; 208313815 Date(s) May 28, 2008; July 18, 2008; August 14, 2008 at THE RECORDERS OFFICE IN WAYNE COUNTY, MICHIGAN.

Computed on full value of property conveyed, AND
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

BANK OF AMERICA HOME LOANS SERVICING, LP
 hereby GRANT(S) to

DAMITA C. JOHNSON and "LET ME HELP U IRREVOCABLE TRUST"

The following described real property in the City of Detroit, County of Wayne, State of Michigan:
 Commonly known as: 18945 Fielding, Detroit, Michigan 48219

The North 18 Feet of Lot 19 and the South 22 Feet of Lot 92, C.W. HARRAH'S REDFORD
 SUBDIVISION, as recorded in Liber 57, Page 80 of Plats, Wayne County Records.

Date: August 17, 2010

BANK OF AMERICA HOME LOANS SERVICING, LP

BY: Damita C. Johnson
DAMITA C. JOHNSON, Authorized Agent/Trustee for BAC/HLS, LP

Bernard J. Youngblood
 Wayne County Register of Deeds

November 03, 2010 11:23 AM

Liber 48824 Page 1299-1301

#2010372267 DD FEE: \$21.00



State of Michigan)

)ss

County of Wayne)

On August 17, 2010 before me Dajana Martin a Notary Public, personally appeared DAMITA C. JOHNSON as Grantor(s)/Trustor(s) who proved to be on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they execute the name in his/her/their authorized capacity(ies) and that by his/her/their signature in the instrument the person(s) acted or executed the instrument. I certified under PENALTY OF PERJURY under the laws of the State of MICHIGAN, for the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dajana Martin (seal)

DAJANA MARTIN
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF WAYNE
 MY COMMISSION EXPIRES Apr 10, 2015
 ACTING: COUNTY OF Wayne

REVISED GRANT DEED

39

L 48824 - P 1300

- ☐ This transfer is exempt from the documentary transfer tax,
☐ The documentary transfer tax is \$ 0 and is computed on:

- x the full value of the interest or property conveyed.
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☐ an unincorporated area x the city of Detroit.

This is a bona fide gift and the Grantor(s) received nothing in return,

R&T Gift:

Real Estate Transfer Tax Exemptions
 MSA 7.456 (5)(a); MCL 207.526 (6)(a)
 NO REVENUE ATTACHED

The revised Grant Deed was drafted by

Sharon Johnson
 c/o 3506 Heritage parkway
 Dearborn MI 48124

TAX ID # WARD 22, ITEM. 102910

Legal Description

Commonly known as: 18945 Fielding Detroit Michigan 48219

The North 18 Feet of Lot 19 and the South 22 Feet of Lot 92, C.W. HARRAH'S REDFORD SUBDIVISION, as recorded in Liber 57, Page 80 of Plats, Wayne County Records.

County^{OF WAYNE} ^ Refused to file
AFFIDAVIT OF RECORDING
Regarding my National
Republic Registry

www.nationalrepublicregistry.com/public/HI.2010.09.022.0000001.pdf

(and)

www.nationalrepublicregistry.com/public/HI.2010.10.06.0000001.pdf

For the above legal description

TAX ID # WARD 22, ITEM. 102910

Liber-30245 Page-7322.0
 99375368 7/14/1999 04:16PM
 F.E. Youngblood, Wayne Co. Register of Deeds
 RDHOLKAY

9971055 JUL 14 1999

STATE OF MICHIGAN

WAYNE COUNTY
 AUGUST 17, 1999
 RECEIPT #2998

REAL ESTATE
TRANSFER TAX

\$ 69.85-DO
 \$ 476.25-ST
 STR# #100214448

WARRANTY DEED

Great Lakes Title of Michigan

WGLT FILE NO. 35-8650

The Grantor(s) JOSEPH T. CHASE, A MARRIED MAN

whose address is P.O. BOX 2622, SOUTHFIELD, MI.48037-2622

Convey(s) and Warrant(s) to DAMITA C. JOHNSON

whose address is 18945 FIELDING, DETROIT, MI.48219

The following described premises situated in the CITY of DETROIT, County of WAYNE, STATE of MICHIGAN:

THE NORTH 18 FEET OF LOT 91 AND THE SOUTH 22 FEET OF LOT 92, C.W. HARRAH'S REDFORD
 SUBDIVISION, AS RECORDED IN LIBER 57, PAGE 80 OF PLATS, WAYNE COUNTY RECORDS.

Commonly known as: 18945 FIELDING

For the sum of SIXTY-THREE THOUSAND FIVE HUNDRED AND 00/100 (\$63,500.00) DOLLARS.

Subject to easements and building and use restrictions of record, if any.

Dated: JUNE 15, 1999

Signed in the presence of:

Signed by:

Judith J. Coffman
 JUDITH J. COFFMAN
Betty M. Hughes
 BETTY M. HUGHES

Joseph T. Chase
 JOSEPH T. CHASE, A MARRIED MAN

STATE OF MICHIGAN
 COUNTY OF WAYNE

The foregoing instrument was acknowledged before me on JUNE 15, 1999, by JOSEPH T. CHASE, A MARRIED MAN

Judith J. Coffman
 Notary Public, Oakland, acting in Wayne County, Michigan
 My commission expires: 7/21/2000

JUDITH J. COFFMAN

County Treasurer's Certificate
 This property has no tax liens or titles on
 this property and that taxes are paid for FIVE YEARS
 previous to date of this instrument EXCEPT

No. 7500 Replatting Date 7-2-99

WAYNE COUNTY TREASURER Clerk *[Signature]*

When Recorded Return To:
 DAMITA C. JOHNSON

18945 FIELDING

DETROIT, MI.48219

This property has no tax liens or titles on
 this property and that taxes are paid for FIVE
 YEARS previous to date of this instrument.

109 JUN 29 1999

Dated By: Treasurer, City of Detroit

BRUCE SCHLUSSER

Business Address:

GANNON REAL ESTATE

20601 GRAND RIVER

DETROIT, MI 48219

Tax ID # WARD 22, ITEM NO. 102910

County Transfer Tax \$ 69.85

State Transfer Tax \$476.25

Recording Fee \$ 25.00

Total \$546.10

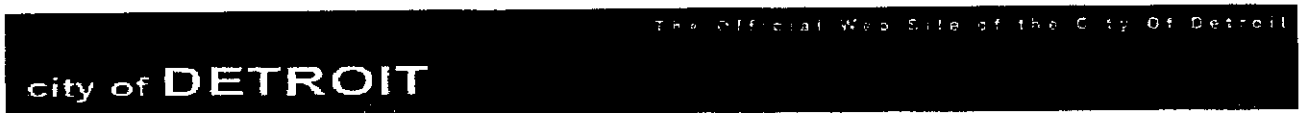
LJC

07-02-1999 3317569

DEED'S

6.00

R W & 74R 1pg 5 (18)



Logged in as: raymonddebates Home | Change Unit | Add to Favorites | Profile | Logout | Help

Related Details... Main > Current Tax > Current Tax Search > Results > Details

Property and Land

Detailed Tax Information

Parcel: 22102910.

Printer friendly version

Add to My Parcels

Back to Main

View this parcel on a map

View my Parcels

collapse the menu

Click this button to collapse the above menu to the top of the screen.

Property Address	[collapse]
18945 FIELDING 48219	

Owner Information	[collapse]
JOHNSON, DAMITA C 18945 FIELDING ST DETROIT, MI 48219-2511	
Unit:	01

Taxpayer Information	[collapse]
SEE OWNER INFORMATION	

Legal Information for 22102910.	[collapse]
W FIELDING S 22 FT 92 N 18 FT 91 C W HARRAHS REDFORD SUB L57 P80 PLATS, W C R 22/524 40 X 107.50	

Enter Future Interest Date:

2/22/2013



Re-Calculate

****Note:** On March 1 at 00:00, local taxes become ineligible for payment at the local unit. The total due shown for prior year taxes is as of the annual settlement date with the County for that particular tax year and does not reflect any payments, fees, or interest accrual that may have occurred after the settlement date. For updated tax information, please check with the local County.

Use the +/- button to expand and collapse the Tax Detail Information.

Year / Season	Total Amt	Total Paid	Last Paid	Total Due
2012, Winter	\$151.05	\$151.05	12/22/2012	\$0.00

General Information for 2012 Winter				X
School District:	D - DETROIT SCHOOLS	PRE/MBT %:	100.0000	
Taxable Value:	\$18,405	State Equalized Value:	\$18,405	
Property Class:	401 - 401-RESIDENTIAL	Assessed Value:	\$18,405	
Tax Bill Number		Last Receipt Number:	00101601	
Last Payment Date:	12/22/2012	Number Of Payments	1	
Base Tax:	\$149.56	Base Paid:	\$149.56	
Admin Fees:	\$1.49	Admin Fees Paid:	\$1.49	
Interest Fees:	\$0.00	Interest Fees Paid	\$0.00	
Total Tax & Fees:	\$151.05	Total Paid:	\$151.05	
Renaissance Zone:	N/A	Mortgage Code:	N/A	

Tax Bill Breakdown for 2012 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
WAYNE COUNTY	0.989700	\$18.21	\$18.21
W C JAILS	0.938100	\$17.26	\$17.26
W C PARKS	0.245900	\$4.52	\$4.52
W C HCMA	0.214600	\$3.94	\$3.94
W C RESA	0.096500	\$1.77	\$1.77
W C RESA SP ED	3.367800	\$61.98	\$61.98

W C COMM COLLEGE	1.975900	\$36.36	\$36.36
W C ZOO	0.100000	\$1.84	\$1.84
W C DIA	0.200000	\$3.68	\$3.68
Admin Fees:		\$1.49	\$1.49
Interest Fees:		\$0.00	\$0.00
Totals:	8.128500	\$151.05	\$151.05

[Print Tax Bill/Receipt](#)

<input checked="" type="checkbox"/> 2012, Summer	\$1,335.62	\$1,335.62	12/22/2012	\$0.00
--	------------	------------	------------	--------

Installment Information for 2012 Summer

X

First Payment:	\$723.03
Second Payment:	\$612.59

General Information for 2012 Summer

School Districts:	D - DETROIT SCHOOLS	PRE/MBT %:	100.0000
Taxable Value:	\$18,405	State Equalized Value:	\$18,405
Property Class:	401 - 401-RESIDENTIAL	Assessed Value:	\$18,405
Tax Bill Number		Last Receipt Number:	00237852
Last Payment Date:	12/22/2012	Number Of Payments	2
Base Tax:	\$1,324.78	Base Paid:	\$1,324.78
Admin Fees:	\$10.84	Admin Fees Paid:	\$10.84
Interest Fees:	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees:	\$1,335.62	Total Paid:	\$1,335.62
Renaissance Zone:	N/A	Mortgage Code:	N/A

Tax Bill Breakdown for 2012 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
STATE EDUCATION	6.000000	\$110.43	\$110.43
GENERAL CITY	19.952000	\$367.21	\$367.21
DEBT SERVICE	9.613600	\$176.93	\$176.93
LIBRARY	4.630700	\$85.22	\$85.22
SCHOOL DEBT	13.000000	\$239.26	\$239.26
SCHOOL OPERATING	17.830800	\$0.00	\$0.00
SCHOOL JUDGMENT	0.096900	\$1.78	\$1.78
W COUNTY TAX	5.648300	\$103.95	\$103.95
SOLID WASTE FEE	0.000000	\$240.00	\$240.00
Admin Fees:		\$10.84	\$10.84
Interest Fees:		\$0.00	\$0.00
Totals:	76.772300	\$1,335.62	\$1,335.62

[Print Tax Bill/Receipt](#)

<input checked="" type="checkbox"/> 2011, Winter	\$171.84	\$171.84	12/21/2011	\$0.00
<input checked="" type="checkbox"/> 2011, Summer	\$1,444.78	\$1,444.78	12/21/2011	\$0.00
<input checked="" type="checkbox"/> 2010, Winter	\$195.29	\$195.29	12/30/2010	\$0.00
<input checked="" type="checkbox"/> 2010, Summer	\$1,589.65	\$1,589.65	12/30/2010	\$0.00
<input checked="" type="checkbox"/> 2010, Village	\$0.00	\$0.00		\$0.00
<input checked="" type="checkbox"/> 2009, Winter	\$213.70	\$213.70	12/29/2009	\$0.00

****Disclaimer:** BS&A Software provides this Web Site as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

[Privacy Policy](#)

Powered By:

BS&A
 SOFTWARE

Property & Tax Information

Municipality
01 - DETROIT

Parcel ID
22102910.

Property Type
REAL

Property Address
18945 FIELDING, 48219

Taxpayer(s)
JOHNSON, DAMITA C

ADDITIONAL TAXES OR ADJUSTMENTS MAY BE DUE FOR THE CURRENT YEAR.

PROPERTY TAX INFORMATION IS VALID AS OF BUSINESS DAY 2/21/2013.

PER OUR RECORDS THERE ARE NO OUTSTANDING DELINQUENT TAXES FOR THIS PARCEL. CERTIFIED FUNDS REQUIRED FOR FORFEITURE YEARS.

[<< Go Back](#)[<< New Search](#)[Definitions](#)[Click Here to Receive a Receipt for Paid Taxes](#)

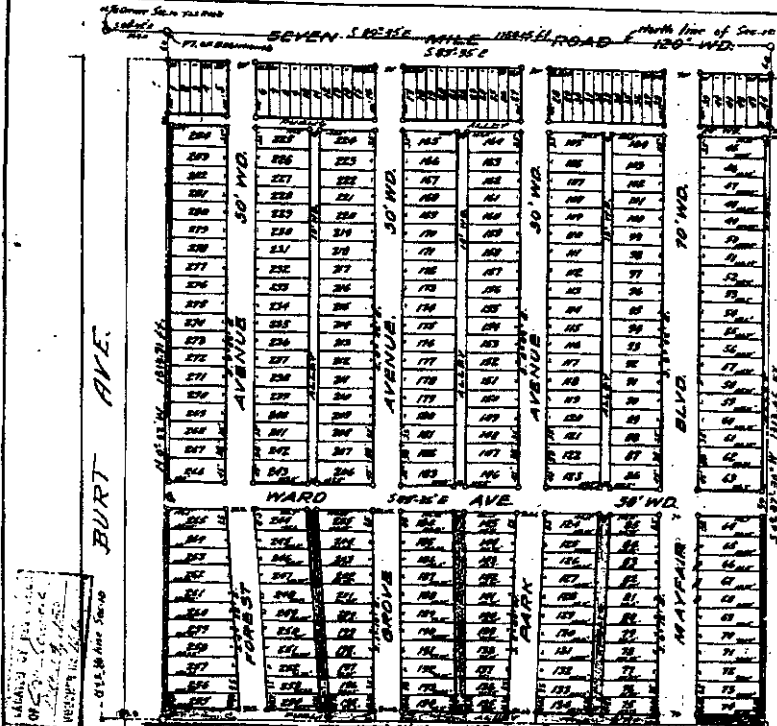
21696

C.W. HARRAH'S REDFORD SUB.

OF PART OF
N.W. 1/4 OF N.E. 1/4 OF SECT. 10 T. 1 S. R. 10 E.
REDFORD TWP. WAYNE CO., MICH.

City Plat - SCALE: 1" = 150' -

ROBERT L. HARRIS
REDFORD, MICH.



STATE OF MICHIGAN) S.S.
COUNTY OF WAYNE)
On this 22nd day of Aug. 1925, before me,
a Notary Public, personally came the above named
Thomas L. Harrah, Attorney in fact for C.W. Harrah, and
Martha L. Harrah, Alice B. Harrah, and
Katie B. Stinger,
known to me to be the persons who executed the above dedication and
acknowledged the same to have been made by them and not by any other person.
S. L. Pelt
Notary Public, is and for Wayne Co., Michigan.
My commission expires May 31, 1926.

STATE OF MICHIGAN) S.S.
COUNTY OF WAYNE)
On this 22nd day of August, 1925, before me,
a Notary Public, personally came the above named
Harrah & Harrah, Attorney in fact for C.W. Harrah, and
Martha L. Harrah, Alice B. Harrah, and
Katie B. Stinger,
known to me to be the persons who executed the above dedication and
acknowledged the same to have been made by them and not by any other person.
A. R. Johnson
Notary Public, is and for Wayne Co., Michigan.
My commission expires June 1, 1926.

I hereby certify that the plat herein delineated is a correct one and
that permanent monument marking of 10" x 10" iron pipes have been
placed in the ground at all points marked thereon as shown thereon at all
corners in the boundary of the land platted and at all intersections of
streets or streets and alleys.

Robert L. Harris Registered Surveyor.

I hereby certify that this plat has been approved by the Township Board
of the Township of Redford at a meeting held
Aug. 26, 1925.
George H. Hotal Acting C.L.R.

VACATED BY RESOLUTION
OF THE BOARD OF COUNTY
AUDITORS OF WAYNE COUNTY MICH.
JULY 25, 1926
VOUCHER No. 229-46

VACATED BY RESOLUTION
OF THE BOARD OF COUNTY
AUDITORS OF WAYNE COUNTY MICH.
JULY 25, 1926
VOUCHER No. 229-46

VACATED BY RESOLUTION
OF THE BOARD OF COUNTY
AUDITORS OF WAYNE COUNTY MICH.
JULY 25, 1926
VOUCHER No. 229-46

Wayne County Treasurer's Office

Don't Miss Aug. 25th, 1925
I hereby certify that all taxes for the year 1924 to the 22nd
day of Aug. 1925 are paid, and that there
are no Tax Liens or Taxes due by the State or any
individual against the above described property.

David Gordon Del.
WAYNE COUNTY TREASURER

Beginning at a point on the North line of Section
10, T. 1 S. R. 10 E. Redford Twp., Wayne Co., Mich. Said
Point being distant S. 89° 55' 12. 105.0 ft. from the
North one quarter corner of Section 10, thence along
the North line S. 89° 55' 12. 115.05 ft. to a point,
thence S. 0° 57' 30" W. 1313.45 ft. to a point, thence
N. 59° 56' W. 1159.0 ft. to a point, thence S. 0° 02' W.
1313.71 ft. to the place of beginning.

VACATED BY RESOLUTION
OF THE BOARD OF COUNTY
AUDITORS OF WAYNE COUNTY MICH.
JULY 25, 1926
VOUCHER No. 207-19

APPROVED BY THE BOARD OF COUNTY
AUDITORS OF WAYNE COUNTY MICH. THIS
26th day of Aug. 1925
J. L. Harrah
J. L. Harrah

WITNESSES:
CHAS. W. HARRIS, (C.D.)
ALBERT COOPER, (C.D.)
S. L. Pelt, (C.D.)
EDWARD L. HARRIS, (C.D.)
HYMAN B. ULLMAN, (C.D.)
ATTORNEY AT LAW
SARIE L. HARRIS, (C.D.)
HYMAN B. ULLMAN, (C.D.)
ATTORNEY AT LAW
CHARLES W. HARRIS, (C.D.)
LENA R. HARRIS, (C.D.)
ESTHER C. HARRIS, (C.D.)
DOROTHY L. HARRIS, (C.D.)
THOMAS L. HARRIS, (C.D.)
IRADIA L. HARRIS, (C.D.)
MARSHALL L. HARRIS, (C.D.)
ALICE B. HARRIS, (C.D.)
KATIE B. STINGER, (C.D.)

Wayne B. W. Harrah's
Redford Sub.
Sept 11 35 9
Q 57
Q 80
Atto. Harrah

Aug 26-1925
L. L. Harrah

Sept 14-1925
L. L. Harrah

[Exhibit C]

It is clear that, the defendants and its attorneys' BODMAN PLC refused to answer any of my claims and/or defenses, and instead resorted to name calling associating Counterclaimant with Sovereign Citizen Movements and it is also clear that, in the Honorable Judge Terrence G. Berg's Order and Opinion (pg. 8)

minimum, the plaintiff must allege the time, place and contents of the misrepresentations upon which he or she relies. *Id.* (citing *Bender v. Southland Corp.*, 749 F.2d 1205, 1216 (6th Cir. 1984)).

II. ANALYSIS

A. Plaintiff's Motion to Remand is Not Well Taken

The Court must first address Plaintiff's motion to remand (Dkt. 13). In this motion, Plaintiff declares herself to be a citizen of the "International Indigenous Society Cherokee Chocktaw Aboriginal Nation," (Dkt. 13 at 11) and that this fact somehow divests the Court of diversity jurisdiction over this matter. However, Plaintiff is a citizen of the State of Michigan insofar as she is domiciled in Wayne County, Michigan (Dkt. 1; Compl. at 3, ¶ 1). Defendant BANA is a citizen of the State of North Carolina, Defendant BNYM is a citizen of the State of New York, and Defendant MERS is a citizen of the States of Virginia and Delaware (Dkt. 1, Notice of Removal ¶¶ 8-10). Thus, there is complete diversity of citizenship between the parties.

Furthermore, Plaintiff brings this action seeking to disclaim and invalidate her \$79,068 mortgage loan, as well as to set aside and

[Exhibit D]

he has determined my citizenship for me and made biased and/or prejudiced statements against my national origin for the purpose of invalidating that diversity jurisdiction exists when Counterclaimant has made a clear distinction under the proper affidavits that are witnessed and Notarized [all law incorporated], that counterclaimant is an aboriginal, Native American woman, domiciled, and a natural-born Citizen of, Michigan State Republic for the purpose of establishing original diversity jurisdiction exists pursuant to U.S.C. Title 28 §1332.

International Indigenous Society

Genealogy Certification *Exhibit A*

Original Indigenous American Jurisdiction

Indigenous Lands of North American Continent & The Earth

Preliminary Certification Of Aboriginal Tribal Lineage

You are of Al Ajaw (Allegewi) Lineage [Xi-Amaru]

See Attached Dawes Roll Surname Search

Extended Searches are done by our Genealogy Department

Your Search came up positive for:

Genealogy Certification info attached

We will have to search the roll cards to further affirm your relations to the surnames listed.

The other family surnames you provided are listed even though the individuals were not. Further detailed searches may show your relationship to the peoples under those surnames who are probably some of your relatives you do not know.

CHER= Cherokee CHOC = Choctaw, CREK = Creek, CHIC=Chickasaw, SEM=Seminole DEL = Lenabi Delaware

Most of the rolls of the Cherokee and Choctaw match because our ancestors were being registered on both rolls as Freedmen/ women
The 6 civilized tribes especially the Cherokee and Choctaw are related to the Mayan & Olmec Civilizations - see works by Dr. Muhammad

For further guidance on genealogy see website section Genealogy Services

Sealed By International Union of Notaries

Civil Law Notary of International Indigenous Society

Chief Executive Minister: Abdul-Ali Muhammad

This Document is made pursuant to:

Universal Declaration of Human Rights Article 15

UN res. 61/295- Declaration of Rights of Indigenous Peoples

UN res. 60/147 Human Rights Law

Organization of American States Declaration of Indigenous Rights

Appellation: Damita Collette Johnson El Bey

Title: Indigenous Minister

INTERNATIONAL INDIGENOUS SOCIETY

Certification Made By

Dr. Abdul Ali Muhammad All Rights Reserved

(Authentication Seal/Signature)

Flag: Original Indigenous Moorish Flag

Notice to All Officers of Government

Pursuant to the International Laws Above this document is of International Status

Contact Our Office 1-888-574-9042

Or contact us by mail @PO BOX 42083

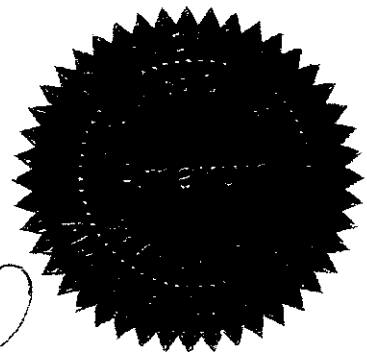
Shaykamaxum (Philadelphia, Pennsylvania) (19101)

Affirmed and signed/sealed before me Amaru Xi-Ali Muhammad this 1 day of Mar in the Year 2013 Aboriginal Year 15098

© International Society of Indigenous Sovereigns

International Indigenous Society
Aboriginal Cherokee - Choctaw
Clerk of Court - Tribal Xi-Amaru
Chief Amaru Namaa Taga Xi-Aly
Shaykamaxum Samal Shariq
US Dep. of State Auth # 06013144-1

[Signature]



International Indigenous Society
Tax Exempt - Indigenous - Ecclesiastical
United States National American Republic
Aboriginal Tribe
Constitutional Exemption Art 1 Sec 2 C1-3
US Department of State Notice # 06013144-1
[Signature] All Rights Reserved

Genealogy By Jus Soli & Jus Sanguineous

Exhibit B

- I [Damita Collette Johnson El Bey] am of the age of maturity to make this affidavit and the facts herein
 - I [Damita Collette Johnson El Bey] am mentally competent to make this Official Affidavit of Facts for the Record
 - I [Damita Collette Johnson El Bey] have personal knowledge of the facts in this affidavit
 - This affidavit is made under penalties of perjury and must be responded to by a counter affidavit by any and all parties within 30 days or it will stand as undisputed fact as a matter of law
- "I **[Damita Collette Johnson El Bey]** declare under penalty of perjury under the laws of ISIS and the United States of America that the foregoing is true and correct.

[Made Pursuant to ISIS Constitution and all laws in pursuance thereof, all Treaties applicable to Indigenous Americans, all Applicable International Standards apply to Aboriginal & Indigenous Peoples, The ISIS Department of Aboriginal Genetics and Hematology]

Appellation: **[Damita Collette Johnson El Bey]**

Title: Indigenous Ministerial Ambassador

INTERNATIONAL INDIGENOUS SOCIETY

By the common law standards of Aboriginal Americans of Moorish Descent in regards to bloodline lineage and rights to the soil the national herein declared that he/she is an Aboriginal living in the dominions of his Aboriginal ancestors

- * Pursuant to the Treaty of 1866 with the Cherokee and the United States
- * Pursuant to Treaty of Camp Holmes of 1835
- Pursuant to Treaty of Peace 1786 Moorish-Muslim Empire & the United States of America
- * Pursuant to Treaty of Aranjuez 1780 Moorish-Muslim Empire and Spain- ceding all its claims to Aboriginal-Moorish Dominions
- * Pursuant to Treaty Between the Ajaw (Moors) (L'nabi Clan misnomered Delaware) and the United States 1778
- * Pursuant to Treaty between the Moors-Muslims (Maroons) and Great Britain 1752 Xi Maka (Misnomer Jamaica)
- * Pursuant to UN 60/147 Basic Principles and Guidelines on the Right to a Remedy and Reparation for Victims of Gross Violations of International Human Rights Law and Serious Violations of International Humanitarian Law
- * Pursuant to the ISIS Common Law on Aboriginal Genetics and Hematology

[Signature] All Rights Reserved
(Authentication Seal/Signature)".

Affirmed and signed/sealed before me Amaru Xi Ali Muhd this 1 day of Mar in the Year 2013 Aboriginal Year 15098

© International Society of Indigenous Sovereigns

International Indigenous Society
Aboriginal Cherokee - Choctaw
Clerk of Court - Tribal Xi-Amaru
Chief Amaru Namaa Taga Xi-Aly
Shaykhamaxum Samal Shariq
US Dep. of State Auth # 06013144-1

DAVID COLLETTE JOHNSON EL BEY

DRIVER LICENSE

J 525 135 122 103 ISS 04-05-2013
DOR 02-08-1975 EXP 02-08-2016

DAMITA COLLETTE JOHNSON-EL-BEY

18945 FIELDING CT
DETROIT, MI 48215-2811

Sex F

Lic Type 0

Restrictions NONE

Hgt 509

End NONE

Eyes BRO



Damita Collette Johnson El Bey

DD: 004632808143

UNCLER 17
REV 01-31-2011

This card is authorized by the following law
U.S. Constitution Article VI-14th amendment C1 2 Exempt
USC Title 8 Sec. 1401 (b) -Aboriginal Property Exempt
UN 60-147-Human Rights Reparation Protections
UN 61-295 Indigenous Decl UN UDHR- Article 15 Nationality
D.C. -Uniform Commercial Code Document ID# 2008100485
Holder in Due Course - Aboriginal National-US National
Contact- 888 574 9042
P.O.Box 42083 Shaykamaxum Philadelphia, Penn (19101)

Aboriginal Republic of North America
Passport Card Indigenous Nationality ID
Aboriginal Cherokee Choctaw Inc. XI-Amaru

US Dept of State
Fed Auth #06013144-1

Indigenous Lands Amatum
Issue Date-3-1-13 Exp-None
Life Date-2-8-15061-15

ID # 02-081-875

UNCLER MEMBER
Nationality Indigenous American
Authorized Signature
Damita Collette Johnson El Bey

Sex-F Eyes-Bro
HI-59

ID Protected Bonded by International Law Treaties

This TAX EXEMPT ID authorized by the following law
US Constitution Article VI-14th amendment C1 2 exempt
USC Title 8 Sec. 1401 (b) -Aboriginal Property Exempt
UN 60-147-Human Rights Reparation Protections
UN 61-295 Indigenous Decl UN UDHR- Article 15 Nationality
D.C. -Uniform Commercial Code Document ID# 2008100485
Holder in Due Course of Card Aboriginal National-US National
ISIS TAX EXEMPT ID # 060-13-1441 1-888 574 9042
18945 Fielding Detroit Michigan Republic (48219)

Government Employee ID- TAX EXEMPT
MINISTER Aboriginal Republic of North America-Trib
Aboriginal Cherokee Choctaw Inc. XI-Amaru

US Dept. of State
Fed Auth #060-13-1441

International Indigenous Societ
TAX Exemption # 060-13-1441

Issue Date-3-1-13 Exp-None
Life Date-2-08-1975 15

ID # 02 081 875

UNCLER MEMBER
Nationality Indigenous American
Authorized Signature
Damita Collette Johnson El Bey

Sex-F Eyes
HI-59

ID Protected Bonded by International Law Treaties

EXHIBIT C

Exhibit D

Documents Enforced Pursuant to CFR 22 Foreign Correspondence section 131.1 & 131.2 USC Title 4 Section 42

06013144-1

United States of America



DEPARTMENT OF STATE

To all to whom these presents shall come, Greetings:

I Certify That the document hereunto annexed is under the Seal of the Secretary of State of the State(s) of Pennsylvania, and that such Seal(s) is/are entitled to full faith and credit.*

In testimony whereof, I, Condoleezza Rice, Secretary of State, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Assistant Authentication Officer, of the said Department, at the city of Washington, in the District of Columbia, this sixth day of March, 2006.

Secretary of State

By _____

Assistant Authentication Officer,
Department of State

*Issued pursuant to CHXIV, State of
Sept. 15, 1789, 1 Stat. 68-69; 22
USC 2657; 22USC 2651a; 5 USC
301; 28 USC 1733 et. seq.; 8 USC
1443(f); RULE 44 Federal Rules of
Civil Procedure.*

**For the contents of the annexed document, the Department assumes no
responsibility*

This certificate is not valid if it is removed or altered in any way whatsoever

Exhibit E

State of Michigan



DEPARTMENT OF STATE

TO ALL TO WHOM THESE PRESENTS SHALL COME:

*I, Ruth Johnson, Secretary of State of the State of Michigan and custodian of the Great Seal of the State, hereby certify that Aisha Davis is on the date hereof, a duly elected or appointed and qualified Deputy County Clerk for the County of Wayne. *****End of Certification******

*IN TESTIMONY WHEREOF, I have hereto
affixed my signature and Great Seal of the
State, at Lansing, this 19th day of March in
the year of our Lord two thousand and
thirteen.*



Ruth A. Johnson

Secretary of State

108445-1-315895-OGS

This certification attests only to the authenticity of the signature of the official who signed the affixed document, the capacity in which that official acted, and where appropriate, the identity of the seal or stamp which the document bears. This certification is not intended to imply that the contents of the document are correct, nor that they have the approval of the State of Michigan.

E-1

Clerk: Please File and Record

RECORDING PREPARED & REQUESTED BY:
(Damita Collette Johnson El Bey)

AND AFTER RECORDING MAIL TO:

Name: Damita Collette Johnson El Bey
Mailing Location: c/o 18945 Fielding
Local Jurisdiction: Detroit

State: (Michigan) Republic

International Indigenous Society
Aboriginal Cherokee - Choctaw
Clerk of Court - Tribal Xi-Amaru
Chief Amaru Namaa Taga Xi-Aly
Shaykhamaxum Samal Shariq
US Dep. of State Auth # 06013144-1

Use the above mailing location EXACTLY AS PRINTED

SPACE HERE ABOVE FOR RECORDERS USE ONLY

MAIL ADDITIONAL STATEMENTS TO:
ISIS-ARNAc/o 3000 Chestnut Street # 42083
Shaykhamaxum (Philadelphia Pennsylvania 19101)**Custodian of Name Correction - Nationality & Trust Documents**

The Indigenous nationality of (Damita Collette Johnson El Bey) is protected and governed by the Constitution of ARNA, International Law, United Nations Declaration on the Rights of Indigenous Peoples, United Nations Right to Remedy and reparation 60-147, and United Nations Universal Declaration of Human Rights.

The above mentioned Aboriginal is a U.S. National according to Treaty and Vol 66 stat 238 (US Statutes) & USC 8 Section 1401(b).

All applicable treaties between the Aboriginal-American & Moorish Nations and the United States of America are applicable.

Indigenous National (Indigenous Lands) is an Indigenous living flesh and blood being born and domiciled in Shaykhamaxum Samal Shariq or another Indigenous territory, all of which are Indigenous Lands protected under International Law as TRUST Territories.

The above action is not made to defraud anyone or to violate any laws applicable to Aboriginal Americans. It is made to remedy the genocidal acts and acts of denationalization against the political identity of the Indigenous National herein.

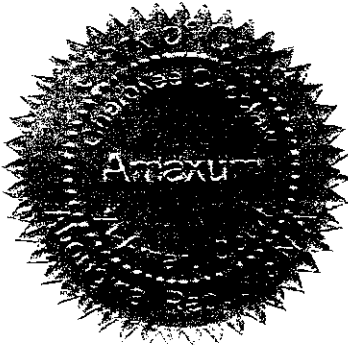
The Indigenous National (Damita Collette Johnson El Bey) is an Indigenous National of the International Indigenous Society (ISIS-ARNA) and Aboriginal Republic of North America Aboriginal Xi-Amaru (Aboriginal Cherokee-Choctaw Tribal U.A), an Indigenous Government operating an Indigenous Plebiscite which has been noticed to and confirmed by the United States Department of States (Federal Authentication # 060131441) signed by Secretary of State Condoleezza Rice and in conformity with 22 CFR 131.1 & 131.2, USC Title 4 section 42 and is protected/governed by International Law UN Charter, United Nations Declaration on the Rights of Indigenous Peoples (Article 4) - Self Autonomy Government.

Damita Collette Johnson El Bey All Rights Reserved
Authentication/Seal of Indigenous National

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLICState: Illinois Republic
County: Cook CountyThis document was acknowledged before me on 8-1-2013 [Date] by
Amaru Xi-Aly Muhammed

[Notary Seal, if any]:

(Signature of Notarial Officer)

Civil Law Notary - Notary Public for ARNA-ISISMy commission expires: N/A

E2

Shaykhamaxum Samal Shariq
Native American Tribal Court Ordered Name Change

[Damita Collette Johnson El Bey]

Formerly known as

[DAMITA JOHNSON]

BIRTH DATE: 2-8-1975

Aboriginal Cherokee Choctaw Tribal Court
Aboriginal Republic of North America
ISIS file #101

Pursuant to all Treaties with the Aboriginal Cherokee Choctaw
Including any and all U.S. Statutes protecting Indigenous Americans

Tribal Court Ordered Name Correction Pursuant To Aboriginal American Citizenship

- I [Damita Collette Johnson El Bey] am of the age of maturity to make this affidavit and the facts herein
- I [Damita Collette Johnson El Bey] am mentally competent to make this Official Affidavit of Facts for the Record
- I [Damita Collette Johnson El Bey] have personal knowledge of the facts in this affidavit
- This affidavit is made under penalties of perjury and must be responded to by a counter affidavit within 30 days or it will stand as undisputed fact as a matter of law

"I declare under penalty of perjury under the laws of my Indigenous Nation and under the laws United States of America that the foregoing is true and correct.

[Made Pursuant to the Isis Constitution & the United States Constitution & Title 28 USCA Section 1746]

Pursuant to International Law, Domestic National Natural Law of Indigenous & Aboriginal Peoples and National/Citizens of the Republic of The United States of America, and in Compliance with United States Constitutional Treaty Standards According to Article VI of the United States Constitution the Following Living Being makes this Affidavit of Appellation/Name Change
[DAMITA JOHNSON]

Shall be forever known by the following Native & Indigenous American Name and all records of Status will reflect the following appellation/name.
[Damita Collette Johnson El Bey]

Is a registered member of Klan: Xi-Amaru Tribe Aboriginal Cherokee Choctaw international entities: International Society of Indigenous Sovereigns an Internationally organized Indigenous Society that works towards the efforts of claiming Indigenous Status and Rights of Republican Natural Governments via Domestic and International laws protecting Indigenous peoples and Native Americans specifically. This notice is made Internationally, Domestically[National, State], and Locally.

United Nations Declaration on the Rights of Indigenous Peoples UN61/295

Universal Declaration of Human Rights in Article 15;

Article 15.

1) Everyone has the right to a Nationality.

2) No one shall be arbitrarily deprived of his nationality nor denied the right to change his nationality

Old Signature/Authentication Seal *Damita Collette Johnson*

New Signature/ Authentication Seal *Damita Collette Johnson El Bey*

County Shaykhamaxum State Samal Shariq
Sworn and Subscribed before me Amaru Xi-Aly this 1 day of Mar [month] 2013 [year]
Notary Signature *Amaru Xi-Aly*

International Indigenous Society
Aboriginal Cherokee - Choctaw
Clerk of Court - Tribal Xi-Amaru
Chief Amaru Namaa Taga Xi-Aly
Shaykhamaxum Samal Shariq
US Dep. of State Auth # 06013144-1

Aboriginal Republic of North America Xi-Amaru Tribal Government (Aboriginal Cherokee Choctaw U.A. ©)

Affidavit & Notice of Fraudulent Negotiable Instrument [Birth Certificate] & Cancellation/Rescission of any and all Endorsements

(DAMITA COLLETTE JOHNSON)

Notice of Denationalization & Genocidal Activity

Upon Aboriginal American Child of the Aboriginal (Xi-Amaru) Tribe
Of the Aboriginal Republic of North America Xi Amaru Tribal Government
Aboriginal Cherokee Choctaw U.A.

Notice from the [Aboriginal Republic of North America] as Trustees for:

•Cest Que Trust [DAMITA COLLETTE JOHNSON]

•PLEASE FORWARD THIS NOTICE TO YOUR LEGAL DEPARTMENT AND STATE REGISTRAR*

•For Flesh & Blood National: (Damita Collette Johnson El Bey) fraudulently named [DAMITA COLLETTE JOHNSON]

•Notice to: [[STATE OF Michigan]

•Department of Health, Division of Vital records

•Street Name & Number 1025 E. 4th St. County: Washtenaw, [State Michigan] Republic

•I (Damita Collette Johnson El Bey) am of the age of maturity to make this affidavit and the facts herein

•I (Damita Collette Johnson El Bey) am mentally competent to make this Official Affidavit of Facts for the Record

•I (Damita Collette Johnson El Bey) have personal knowledge of the facts in this affidavit

•This affidavit is made under penalties of perjury and must be responded to by a counter affidavit by any and all parties within 10 days
or it will stand as undisputed fact as a matter of law

"I (Damita Collette Johnson El Bey) declare under penalty of perjury under the laws of the Aboriginal Republic of North America Xi-Amaru Tribal Government entered into commerce as Aboriginal Cherokee Choctaw U.A. and the United States of America that the foregoing is true and correct.

[Made Pursuant to [ARNA ISIS Constitution, Constitution for the United States of America, Universal Declaration of Human Rights, UN res. 61/295- Declaration of Indigenous Rights, UN res. 60/147 Human Rights Law, Hague Convention, Genocide Clauses Title 18 United States Code sec 1091 & Title 28 USCA Sec 1746]

Affidavit of Facts

Re: Notice of Revocation of Signature, and Rescission / Termination / Invalidation / Cancellation and/ Extinguishment of contract, record, quasi-Contract, Agreement, Implied, Expressed, Tacit Contractual Consent or Power of Attorney within the Jurisdiction of the United States & United States of America and all Laws, Codes, Statutes, Ordinances, and Regulations in pursuance thereof.

1) As an Aboriginal- American of Moorish Descent and a US National of the United States of America I understand that a birth certificate is a bond and negotiable instrument as defined at State Law Uniform Commercial Code Article 3 Negotiable Instruments section 104 and I through a right to contract have declined to enter into this type of contract which was created through fraud duress coercion upon my child as an infant and instead I choose to use a lawful affidavit or other document to identify my child's manifestation and birth by and through an Aboriginal Baptismal Record.

Initial DJ

E4

- 2) Based on the fraudulent instrument [birth certificate] that was issued to me someone unlawfully and fraudulently issued my family a negotiable instrument through threat duress and coercion which was signed for and authorized a birth certificate to be issued to me under a fraudulent pretenses and a fraudulent artificial person/corporate citizen TRUST named (DAMITA COLLETTE JOHNSON)
- 3) For the record I state that I (Damita Collette Johnson El Bey) never authorized or negotiated in any manner for a bonded fraudulent birth certificate to be issued in the name of (DAMITA COLLETTE JOHNSON) or any other name. This activity was done by Fraud, conspiratorial activity and false endorsement, and lack of disclosure in contract.
- 4) I consider this act an act of Denationalization and commercial fraud due to the fact that this birth certificate negotiable instrument file no 421-CC-37664 is a financial instrument that fraudulently, unlawfully, and illegally attempts to turn me an Aboriginal American of Moorish Descent and a living flesh and blood soul into chattel goods of a corporation under the status of corporate citizen with bonds attached that are being sold on the free market.
- 5) To take by force, duress, or through any other unlawful means children of one nationality by another nationality is an act of genocide according to International and federal law USC 18 Section 1091 carrying a fine up to 1,000,000\$ for each unlawful act. We consider this fraudulent act an act of denationalization and genocide.

•Dear Sir/Madam:

- I AM (Damita Collette Johnson El Bey) formerly fraudulently known as corporate citizen cest que Trust (DAMITA COLLETTE JOHNSON). I am a flesh and blood, living being and having rightful claim as a n Aboriginal American of Moorish descent of the Republic of the United States of America and an Aboriginal Indigenous American of the Aboriginal republic of North America and its Indigenous Government and as afforded through Natural Law, Constitutionally guaranteed, secured, and protected substantive rights I am officially canceling all contracts whether they be expressed, implied or tacit contractual agreements with the entities named the Division of Vital Records' and All Vital Records Agents and all other agencies under the authority of these entities. These entities and all agents are hereby given official lawful and legal Notice of termination and cancellation of any and all former contracts and agreements and removal of all records bearing the name (DAMITA COLLETTE JOHNSON)

The purpose of this letter and the attachments incorporated herein by this reference, is to give your office NOTICE of my election to cancel & revoke my signatures or any one attempting to endorse on my behalf on any and all Documents and Things in your possession, custody and/or control and/or the possession, custody and/or control of any Department, Agency and/or their political subdivisions; and of my election to Cancel, Rescind, Terminate, Extinguish, and render Null and Void for any purpose whatsoever, any Contract, quasi-Contract, Agreement, Implied, expressed, or tacit contractual consent and/or Power of Attorney which I or my property may have entered into or given to This entity and all agents, your department and/or its predecessors, and/or Municipal government and/or their political subdivisions as those Contract, quasi-contracts, Agreement, implied, expressed, and/or tacit contractual consents and/or Power of Attorney were obtained as the result of lack of full understanding and disclosure of the nature of the contracts or may have been due to threat, duress, and coercion undue influence and/or Concealment of the materials facts relevant to a meeting of the minds, and make those Contracts, quasi-Contracts, Agreement, Implied, expressed, and/or tacit Contractual Consents void ab initio (Void from the beginning) and terminated upon my discovery and election.

I understand that such an election of remedy requires a NOTICE of my election and the grounds therefore, which grounds are set forth herein, attached hereto, and incorporated herein fully set forth by this reference.

The BIRTH CERTIFICATE/ CERTIFICATE OF LIVE BIRTH for (DAMITA COLLETTE JOHNSON) CORPORATE CITIZEN et al was a record/contract application that was done without full knowledge & disclosure of the contract's impact on the guaranteed, secured, and protected substantive rights as Aboriginal American of Moorish Descent and a U.S. National of the Republic of the United States of America and my Aboriginal Indigenous Status. At the time of the application in question, (DAMITA COLLETTE JOHNSON)

Initial MC

E5

CORPORATE CITIZEN was an infant et al was incompetent to enter into the contract/ agreement as my parents were coerced through threat and duress to participate in fraud. The acceptance and subsequent usage was not based on full knowledge or disclosure of the child's natural substantive rights. I nor my property or guardians were informed by any person or persons, at the time or at any time thereafter, that it is not required to apply for and/or accept such a number in order to obtain work in any occupation or profession of common right in the Republic of the United States of America.

Further (DAMITA COLLETTE JOHNSON) CORPORATE CITIZEN an infant et al was not informed that application for and/or acceptance of the birth certificate identified by number 121-057466 would subject him to a fraudulent contract with the State of [Mississippi] incorporated and a 14th Amendment corporate citizenship and subjecting him to other jurisdictions of Local Municipal, State and/or Federal / District, International Department, Agency, and Offices, which is fraudulent an act of denationalization and genocide and is against the law and against my Indigenous, Political, and personal rights based on nationality, religion, and all other unalienable natural rights.

Had I been so informed, I would NOT have made such an application/record/contract nor would I have accepted such a bond contract and or number for myself and the grants and privileges associated with such a contract as a CORPORATE CITIZEN CEST QUE TRUST (DAMITA COLLETTE JOHNSON)

Notwithstanding that I do not choose to continue to perform pursuant to and/or under contract, quasi-contract / agreement / implied consents and/or convictions, and/or Powers of Attorney which I consider to be against my rights in contract and my nationality, as I am accountable to my Creator and my Indigenous Government for my Natural Birthright. I the flesh and Blood Aboriginal (Damita Collette Johnson El Bey) do not wish to suffer the consequences these types of actions would cause [in justice] which would mete to me for knowingly and voluntarily relinquishing my Indigenous, Natural, Political and Personal Rights, Duties, and Responsibilities.

Therefore, by this AFFIDAVIT & OFFICIAL NOTICE I am revoking my authentication and/or signatures or any made on my behalf on any and all documents/records, contracts and things which you or your Department or Administration may be or do have in your possession in respect to myself custody and/or control which indicate, represent and/or establish any contract, quasi-contract, Agreement, implied consent and/or Power of Attorney entered into or given by (DAMITA COLLETTE JOHNSON) CORPORATE CITIZEN an infant et al to you, your department or Administration, and/or its predecessors.

By this AFFIDAVIT & OFFICIAL NOTICE I am Canceling, Rescinding, Terminating, Extinguishing, and rendering Null and Void for any purpose whatsoever, any and all Contract, quasi-Contract, Agreement, Implied, Expressed, and Tacit Contractual Consents and/or Power of Attorney entered into or given by me to you in respect to my child, your department or Administration and/or its predecessors.

Further, I am requiring of you and your department or administration, Agencies, commissions, and/or Divisions, and/or the agents, officers and/or employees thereof, under the authority of International Laws mentioned herein my Aboriginal Constitution and the Constitutional of the United States of America, which protects, guarantees, and secures my Indigenous, natural, political, and private rights and property that within (3) three days of your receipt of this AFFIDAVIT and OFFICIAL NOTICE, all documents/records/contracts and things in your and your department's possession, ownership, control, or custody bearing the appellation/name or signature of (DAMITA COLLETTE JOHNSON) CORPORATE CITIZEN et al be purged.

All numbers become Null and Void, all files bearing the name (DAMITA COLLETTE JOHNSON) CORPORATE CITIZEN et al must be destroyed; any reference in any file is nullified; and written response be made to (Damita Collette Johnson El Bey) formerly fraudulently known as (DAMITA COLLETTE JOHNSON) CORPORATE CITIZEN et al reporting full cancellation, rescission, extinguishment and termination of any and all contractual relations between us, therefore acknowledging this affidavit and official notice, which is a requirement by law.

I am returning all property that I have in my possession including: Birth Certificates to the Division of Vital Records, Street City State Postal Code.

Henceforward, (Damita Collette Johnson El Bey) CORPORATE CITIZEN now and forever known as Damita Collette Johnson El Bey) will proceed as Aboriginal American of Moorish descent and U.S. National of the Republic of the United States of America.

Thank you for your attention and for your prompt and full compliance with the terms of this AFFIDAVIT & OFFICIAL NOTICE. Your courtesy is appreciated.

Send Responses to:

United States of America

"With explicit reservation of all rights Aboriginal and in the Republic of the United States of American and all International and natural rights and state commercial rights UCC 1-308 or 1-207, 1-103, 7-103, 9-311"

Initial DS

0193
E6

DEMAND FOR REMEDY

PLEASE FORWARD THIS NOTICE TO YOUR LEGAL DEPARTMENT IMMEDIATELY

THIS IS A CERTIFIED AFFIDAVIT AND COMMERCIAL DRAFT AND DISHONOR MAY CREATE A CRIMINAL AND OR CIVIL/FINANCIAL LIABILITY UPON ANY INVOLVED PARTIES

* Pursuant to The Declaration of Indigenous Rights enacted by the Organization American States which the United States and all its Departments are subject to All Articles Incorporated

* Pursuant to the United Nations Declaration of the Rights of Indigenous Peoples UN 61/195 All Articles Incorporated

* Pursuant to UN 60/147 Basic Principles and Guidelines on the Right to a Remedy and Reparation for Victims of Gross Violations of International Human Rights Law and Serious Violations of International Humanitarian Law

* Pursuant to all Applicable Treaties between Aborigines & Moors of Our Jurisdiction and the United States of America

* Pursuant to the United States Constitution All articles and amendments

* Pursuant to United States Code Title 18 Section 112 Protections of Internationally Protected Persons

* Pursuant to United States Code Title 18 Sections 241 Conspiracy Against Rights & 242 Deprivation of Rights Under Color of Authority and all laws mentioned in this affidavit

Wynette Blanche Brown 2009 All Rights Reserved

(Authentication Seal/Signature)".

State: Illinois

County: Franklin

Affirmed and signed/sealed before me Edward M. MacLeod this 17 day of April in the Year 2018.
2018 Aboriginal Year 15018

DALIANA MARTIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Apr 10, 2015
ACTING IN COUNTY OF *Wayne*

No. 10902
STATE OF MICHIGAN, } ss.
County of Wayne

NOTARIAL ACKNOWLEDGMENT

L. CATHY M. GARRETT, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal.

Record, having a seal.

Do Hereby Certify, That _____
whose name is subscribed to the Certificate or Proof of acknowledgment of the annexed instrument
and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and
for said County, duly commissioned and qualified and duly authorized to take the same. And, further,
That I am well acquainted with the handwriting of such Notary Public, and verily believe that the
Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said
instrument is executed and acknowledged according to the laws of this State.

I have hereunto set my hand and affixed the seal of said Court and County.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County,
at Detroit, this 19th day of March A.D. 20 13
CATHY M. GARRETT, Clerk

CATHY M. GARRETT, Clerk

Ashe Davis Deputy Clerk

[Exhibit E]

Civil Docket

6/7/2014

CM/ECF - U.S. District Court:mied

CM/ECF

**U.S. District Court
Eastern District of Michigan (Flint)
CIVIL DOCKET FOR CASE #: 4:13-cv-12170-TGB-MKM**

Johnson El Bey, v. Bank of America, N.A et al
Assigned to: District Judge Terrence G. Berg
Referred to: Magistrate Judge Mona K. Majzoub
Case in other court: Wayne County Circuit Court, 13-004987-
CH
Cause: 28:1332 Diversity-Petition for Removal

Date Filed: 05/15/2013
Date Terminated: 02/07/2014
Jury Demand: None
Nature of Suit: 220 Real Property:
Foreclosure
Jurisdiction: Diversity

Plaintiff

Damita C Johnson El Bey
formerly known as
Damita Collette Johnson

represented by **Damita C Johnson El Bey**
18945 Fielding
Detroit, MI 48219
PRO SE

V.

Defendant

Bank of America, N.A.
Doing business as
BAC Home Loans Servicing, LP

represented by **Bridget M. Hathaway**
Bodman PLC
6th Floor at Ford Field
1901 St. Antoine St.
Detroit, MI 48226
313-393-7594
Fax: 313-393-7579
Email: bhathaway@bodmanlaw.com
ATTORNEY TO BE NOTICED

Brian C. Summerfield
Bodman
201 W. Big Beaver Road
Suite 500
Troy, MI 48084
248-743-6075
Email: bsummerfield@bodmanllp.com
ATTORNEY TO BE NOTICED

Defendant

6/7/2014

CM/ECF - U.S. District Court:mied

**THE BANK OF NEW YORK
MELLON**

represented by **Bridget M. Hathaway**
(See above for address)
ATTORNEY TO BE NOTICED

Brian C. Summerfield
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

**Mortgage Electronic Registration
Systems, Inc.**

represented by **Bridget M. Hathaway**
(See above for address)
ATTORNEY TO BE NOTICED

Brian C. Summerfield
(See above for address)
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
05/15/2013	<u>1</u>	NOTICE OF REMOVAL by All Defendants from Wayne County Circuit Court, case number 13-004987-CII. Receipt No: 0645-4096780 - Fee: \$ 400 [Previously dismissed case: No] [Possible companion case(s): None] (Summerfield, Brian) (Entered: 05/15/2013)
05/16/2013		A United States Magistrate Judge of this Court is available to conduct all proceedings in this civil action in accordance with 28 U.S.C. 636c and FRCP 73. The Notice, Consent, and Reference of a Civil Action to a Magistrate Judge form is available for download at http://www.mied.uscourts.gov (DWor) (Entered: 05/16/2013)
05/16/2013	<u>2</u>	STATEMENT of DISCLOSURE of CORPORATE AFFILIATIONS and FINANCIAL INTEREST by Bank of America, N.A. identifying Corporate Parent Bank of America Corporation for Bank of America, N.A.. (Summerfield, Brian) (Entered: 05/16/2013)
05/16/2013	<u>3</u>	STATEMENT of DISCLOSURE of CORPORATE AFFILIATIONS and FINANCIAL INTEREST by THE BANK OF NEW YORK MELLON identifying Corporate Parent The Bank of New York Mellon Corporation for THE BANK OF NEW YORK MELLON. (Summerfield, Brian) (Entered: 05/16/2013)
05/16/2013	<u>4</u>	STATEMENT of DISCLOSURE of CORPORATE AFFILIATIONS and FINANCIAL INTEREST by Mortgage Electronic Registration Systems, Inc. (Summerfield, Brian) (Entered: 05/16/2013)
05/22/2013	<u>5</u>	MOTION to Dismiss by All Defendants. (Attachments: # <u>1</u> Index of Exhibits, # <u>2</u> Exhibit 1, # <u>3</u> Exhibit 2, # <u>4</u> Exhibit 3, # <u>5</u> Exhibit 4, # <u>6</u> Exhibit 5, # <u>7</u> Exhibit 6, # <u>8</u> Exhibit 7, # <u>9</u> Exhibit 8, # <u>10</u> Exhibit 9, # <u>11</u> Exhibit 10) (Summerfield, Brian) (Entered: 05/22/2013)

6/7/2014

CM/ECF - U.S. District Court:mied

- 05/23/2013 6 CERTIFICATE OF SERVICE by All Defendants *for service of Motion to Dismiss by mail to Plaintiff* (Summerfield, Brian) (Entered: 05/23/2013)
- 05/28/2013 8 Writ of Quo Warranto filed by Damita Johnson El Bey (Attachments: # 1 Document Continuation) (SSch) (Entered: 05/30/2013)
- 05/29/2013 7 Notice of Determination of Motion Without Oral Argument re 5 MOTION to Dismiss *Response due by 05/30/2013 05:00 PM* (Chubb, A) (Entered: 05/29/2013)
- 05/30/2013 TEXT-ONLY CERTIFICATE OF SERVICE re 7 Notice of Determination of Motion Without Oral Argument on Damita C Johnson El Bey at 19845 Fielding, Detroit, MI 48219. (Chubb, A) (Entered: 05/30/2013)
- 06/04/2013 9 CERTIFICATE OF SERVICE re 8 Writ of Quo Warranto by Damita C Johnson El Bey (DWor) (Entered: 06/04/2013)
- 06/04/2013 10 Mail Returned as Undeliverable. Mail sent to Damita C. Johnson El Bey re Certificate of Service, 7 Notice of Determination of Motion Without Oral Argument. Clerk's Office error in address; address corrected 6/4/2013. (Chubb, A) (Entered: 06/04/2013)
- 06/04/2013 TEXT-ONLY CERTIFICATE OF SERVICE re 7 Notice of Determination of Motion Without Oral Argument on Damita C Johnson El Bey at 18945 Fielding, Detroit, MI 48219. (Chubb, A) (Entered: 06/04/2013)
- 06/07/2013 11 NOTICE of Appearance by Bridget M. Hathaway on behalf of All Defendants. (Hathaway, Bridget) (Entered: 06/07/2013)
- 06/07/2013 12 RESPONSE to *Plaintiff's Writ of Quo Warranto* filed by All Defendants. (Hathaway, Bridget) (Entered: 06/07/2013)
- 06/20/2013 13 MOTION to Remand Defendant's Notice of Removal from State Court by Damita C Johnson El Bey. (KKra) (Entered: 06/20/2013)
- 06/20/2013 14 REPLY Brief in Support of Plaintiff's Motion to Remand in Opposition of Defendant's Motion to Dismiss and Other Filings by Damita C Johnson El Bey. (KKra) (Entered: 06/20/2013)
- 06/24/2013 15 Notice of Determination of Motion Without Oral Argument re 13 MOTION to Remand. (Chubb, A) (Entered: 06/24/2013)
- 06/24/2013 TEXT-ONLY CERTIFICATE OF SERVICE re 15 Notice of Determination of Motion Without Oral Argument on Damita C Johnson El Bey at 18945 Fielding, Detroit, MI 48219. (Chubb, A) (Entered: 06/24/2013)
- 07/09/2013 16 REPLY to Response re 13 MOTION to Remand, 5 MOTION to Dismiss filed by All Defendants. (Attachments: # 1 Index of Exhibits Index of Exhibits, # 2 Exhibit 1, # 3 Exhibit 2) (Hathaway, Bridget) (Entered: 07/09/2013)
- 07/15/2013 17 CERTIFICATE OF SERVICE re 16 Reply to Response to Motion by All Defendants (Hathaway, Bridget) Modified on 7/16/2013 (DTyl). [AMENDED CERTIFICATE OF

6/7/2014

CM/ECF - U.S. District Court/mied

SERVICE] (Entered: 07/15/2013)

- 07/16/2013 18 MOTION to Strike 16 Reply to Response to Motion by Damita C Johnson El Bey. (DWor) (Entered: 07/16/2013)
- 07/25/2013 19 Notice of Determination of Motion Without Oral Argument re 18 MOTION to Strike 16 Reply to Response to Motion. (Chubb, A) (Entered: 07/25/2013)
- 07/25/2013 TEXT-ONLY CERTIFICATE OF SERVICE re 19 Notice of Determination of Motion Without Oral Argument on Damita C Johnson El Bey at 18645 Fielding, Detroit, MI 48219. (Chubb, A) (Entered: 07/25/2013)
- 08/01/2013 20 RESPONSE to 18 MOTION to Strike 16 Reply to Response to Motion filed by All Defendants. (Hathaway, Bridget) (Entered: 08/01/2013)
- 08/09/2013 21 MOTION to enter into evidence the requisite exhibits for violations of presidential order 13107 and relevant treaties of the (ORS) Organization of American States by Damita C Johnson El Bey. (DWor) (Entered: 08/09/2013)
- 09/09/2013 22 Notice of Determination of Motion Without Oral Argument re 21 MOTION to enter into evidence the requisite exhibits for violations of presidential order 13107 and relevant treaties of the Organization of American States (Chubb, A) (Entered: 09/09/2013)
- 09/09/2013 TEXT-ONLY CERTIFICATE OF SERVICE re 22 Notice of Determination of Motion Without Oral Argument on Damita C Johnson El Bey at 18945 Fielding, Detroit, MI 48219. (Chubb, A) (Entered: 09/09/2013)
- 02/07/2014 23 OPINION AND ORDER GRANTING 5 Defendants' Motion to Dismiss and DENYING 13 Plaintiff's Motions to Remand, 18 Strike and 21 Enter Certain Exhibits into Evidence. Signed by District Judge Terrence G. Berg. (Chubb, A) (Entered: 02/07/2014)
- 02/07/2014 24 JUDGMENT in favor of Defendants against Plaintiff. Signed by District Judge Terrence G. Berg. (Chubb, A) (Entered: 02/07/2014)
- 02/07/2014 TEXT-ONLY CERTIFICATE OF SERVICE re 24 Judgment, 23 Order on Motion to Dismiss, Order on Motion to Remand, Order on Motion to Strike, Order on Motion - Free on Damita C Johnson El Bey at 18945 Fielding, Detroit, MI 48219. (Chubb, A) (Entered: 02/07/2014)
- 02/19/2014 25 Document filed by Damita Collette Johnson El Bey (Attachments: # 1 Document Continuation) (KKra) (Entered: 02/20/2014)
- 03/13/2014 26 AFFIDAVIT of Recording by Damita C Johnson El Bey (KKra) (Entered: 03/13/2014)
- 03/24/2014 27 ORDER Denying Plaintiff's 25 and 26 Requests for Reconsideration. Signed by District Judge Terrence G. Berg. (Monda, H) (Entered: 03/24/2014)
- 03/24/2014 TEXT-ONLY CERTIFICATE OF SERVICE re 27 Order on Damita C Johnson El Bey at 18945 Fielding, Detroit, MI 48219. (Monda, H) (Entered: 03/24/2014)

[Exhibit F]

It is clear that, defendants' representatives BODMAN PLC, submitted as admissible evidence, an Affidavit of Deputy Sheriff Felicia Mack attached as an exhibit to Defendants' Motion to Dismiss that was presented before the Honorable Judge Terrence G. Berg.

AFFIDAVIT OF DEPUTY SHERIFF Felicia Mack

NOW COMES AFFIANT, DEPUTY SHERIFF Felicia Mack, WHO BEING FIRST SWORN DEPOSES AND STATES UNDER OATH THAT HE KNOWS THE FOLLOWING FACTS TO BE TRUE, AND IF CALLED UPON HE WOULD TESTIFY UNDER OATH AS FOLLOWS:

1. That Affiant is a duly sworn Wayne County Deputy.
2. That Affiant assists in the operation of the Sheriff's Office Civil Division, including the auction sales and adjournments of foreclosed properties in Wayne County.
3. That the regular practice and procedure of the Civil Division office on every Wednesday and Thursday is to publicly post in the Circuit Courthouse lobby a notice of each adjourned foreclosure sale.
4. That said postings are maintained for one (1) week, then removed and replaced by that week's new and continuing weekly adjournments.
5. That thereafter, said postings are destroyed.
6. That a list of each week's adjournments is maintained for the purpose of documenting each individual adjournment.
7. That your affiant has reviewed the available listing of weekly adjournments relative to the *Damita C. Johnson* property, being File 346032F01, for the period 12/29/2010 to 11/01/2012.
8. That based thereon, your Affiant states that the subject property was properly adjourned each week by publicly posting a Notice of Adjournment in the regular manner described above.

FURTHER YOUR AFFIANT SAYETH NOT.

Felicia Mack
Felicia Mack, Deputy Sheriff
Wayne County Sheriff's Office
April 23rd, 2013

STATE OF MICHIGAN)
)ss
COUNTY OF Wayne)

On this 23th day of April, 2013, before me personally appeared
Felicia Mack, to me personally known, who being duly sworn did sign the
foregoing Affidavit in my presence.

Adrienne Sanders
Adrienne Sanders Notary Public
Wayne County, Michigan
My commission expires 10/9/2013
Acting in the County of Wayne

**Adrienne Sanders
Notary Public State of Michigan
County of Wayne
My Commission Expires Oct. 9, 2013**

[Exhibit G]

It is clear that, in the Honorable Judge Terrence G. Berg's Order and Opinion the judge has asserted his opinion and sustained that Felicia Mack is in fact a Deputy Sheriff in and for the County of Wayne. See Opinion and Order (pg. 16)

e.g., *Conlin v. MERS*, 714 F.3d 355, 362 (6th Cir. 2013) (upholding a sheriff's sale, notwithstanding the plaintiff's claims of a "robo-signed" mortgage assignment, as the plaintiff would have been in any better position to keep the property absent the defect).

Second, Plaintiff appears to contend that the foreclosure was invalid insofar as Defendant BANA did not respond to her request to produce the original note (Compl. at 8 ¶ 26). She alleges that, because she was not provided the original note, "Plaintiff has no liability of said note." *Id.* This is not a legally cognizable claim. Michigan law does not require a party to present the original (or "wet ink") note or mortgage to foreclose. *See Jozlin v. U.S. Bank, Nat'l Assn.*, Case No. 11-12749, 2012 WL 12760, at *2 (E.D. Mich. Jan. 4, 2012).

Plaintiff also asserts that the court can take judicial notice that the person who signed the Sheriff's Deed (Felicia Mack)² "is neither the sheriff, under-sheriff, nor the deputy" (Compl. at 10, ¶ 40). First, this allegation is factually untrue; Ms. Mack is a Deputy Sheriff. Second, even assuming that Deputy Mack was unauthorized to sign the Deed,

² Felicia Mack is a Deputy Sheriff in the Wayne County Sheriff's Office (Dkt. 5, Ex. 10).

[Exhibit H]

Counterclaimant is dependent upon Office of the County Clerk and the Wayne County's Sheriff's Court Division corporate structure and FOIA requests

#2

FOIA

February 10, 2014

I am requesting the oath of
Felicia Mack, Deputy Sheriff in
and for the County of Wayne

mail copies to

requestor Damita C Johnson El Bey

Damita C Johnson El Bey
18945 Fielding

Detroit Michigan Republic [48219]

johnsondamita@sbcglobal.net
313-492-9437

2013 FEB 10 AM 10:55



Benny N. Napoleon
Wayne County Sheriff

FREEDOM OF INFORMATION REQUEST FORM

REQUESTOR'S INFO:

Name: Damita C. Johnson El Bey
Street Address: 18945 Fielding
City, State, Zip: Detroit Michigan Republic [48219]
Telephone: 313-492 9437

Fax:

INFORMATION REQUESTED

→ Felicia Mack
Type of Document

Name of Document: Auctioneer Bond (mcl 446.26; mcl 446.33; 446.35)
Incident # if known: Affidavit of Auctioneer
Date of Birth: Filed NOV, 16, 2012 Inst. # 2012459872
Social Security # (optional):

- all appointments as sheriff
- all job titles in county/city
- all bonds (auctioneer and sheriff/deputy sheriff)
- all oaths (all county titles/jobs)

Location of incident: mcl 51.70
mcl 51.73

MAIL OR FAX THIS FORM TO:

James E. Spivey, (P44484)
Deputy Chief
Wayne County Sheriff's Office
Court Division
2 Woodward Avenue, Room 1711
Detroit, Michigan 48226

Fax: (313) 224-2433

WAYNE COUNTY SHERIFF'S COURT DIVISION
2 WOODWARD RM 1711 • DETROIT, MI 48226 •
(313) 224-2260 PII (313) 224-2433 FAX

[Exhibit I]

the Appointment of Special Deputy Sheriff and Oath of Special Deputy Sheriff Felicia Mack



Robert A. Ficano
County Executive

April 17, 2014

Damita C. Johnson El Bey
18945 Fielding
Detroit, Michigan 48219

Re: FOIA Request Received by the Wayne County Sheriff on March 24, 2014 for Records Pertaining to Felicia Mack

Dear Ms. El Bey:

You sent a FOIA request to the Wayne County Sheriff's Office seeking a number of records concerning Felicia Mack. This response is from the Department of Personnel/Human Resources and pertains only to your request for "all job titles in County/City" for Ms. Mack. To the extent that other departments may have responsive records, you will receive a separate response.

Your request is granted in part and denied in part. Your request is denied to the extent that you are requesting records concerning job titles in "the city" for Ms. Mack, as we can only respond with regard to Wayne County records. The remainder of your request is granted, and one page of responsive information is enclosed at no charge.

To the extent that your request has been denied, you have the right to do either of the following:

- (1) Submit a written appeal to the County Executive, which specifically states the word "appeal" and state the reason or reasons the denial should be reversed.

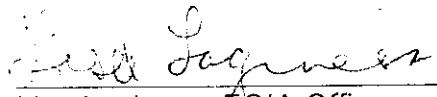
OR

- (2) Commence an action in the circuit court to compel disclosure. Should you prevail, you will be entitled to have reasonable attorneys' fees, costs and disbursements assessed against the County by the court. If you or the County prevails in part, the court may, in its discretion, award you all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. If the court determines that the County has been arbitrary and capricious in its denial, you will also be entitled to punitive damages in the amount of \$500.00.

DEPARTMENT OF PERSONNEL/HUMAN RESOURCES


500 GRISWOLD STREET, 9th FLOOR • DETROIT, MICHIGAN 48226 • 313-224-5901 • FAX 313-967-1229

Sincerely,



Lisa Laginess, FOIA Officer
Office of Corporation Counsel

Denial approved:



4/17/14

Office of Corporation Counsel Date

cc: Mary Rose MacMillan, FOIA Coordinator

Eff Date	Job Title	Name
5/13/1991	Human Resource Spec 1	Felicia Mack
5/25/1992	Human Resource Spec 2	Felicia Mack
9/21/1998	Human Resource Spec	Felicia Mack
11/13/2000	Dept Mgr 1	Felicia Mack
4/22/2002	Dept Mgr 5	Felicia Mack
3/28/2005	Dept Mgr 2	Felicia Mack

Benny N. Napoleon
Wayne County Sheriff



Office of The Sheriff


APPOINTMENT OF SPECIAL DEPUTY SHERIFF

TO WHOM THESE PRESENT MAY COME: GREETINGS

By virtue of the power vested in me by the statute, in such case made and provided, I, Benny N. Napoleon, Sheriff of the County of Wayne, do hereby appoint:

FELICIA MACK

SPECIAL DEPUTY SHERIFF during the term ending December 31, **2012** to do particular acts and limited to the following, to wit: **FELICIA MACK** to act as auctioneer to hold all Sheriff's sales, issue deeds; adjourn Sheriff's sales and perform related work; levy on real estate by virtue of Writs of Execution, Writs of Attachment, Court Orders; record said levies; release said levies; file and endorse Returns of Writs of Execution, Attachment, Court Orders; advertise real estate for sale and perform other related work.


BENNY N. NAPOLEON
SHERIFF OF WAYNE COUNTY

OATH OF SPECIAL DEPUTY SHERIFF

STATE OF MICHIGAN
COUNTY OF WAYNE

I, **FELICIA MACK**, do solemnly swear that I will support the Constitution of the United States, and the Constitution of Michigan, and that I will faithfully discharge the duties of Special Deputy Sheriff in and for the County of Wayne, State of Michigan, to the best of my ability, so help me God.

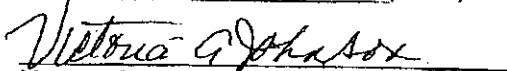
Felicia Mack
Print FELICIA MACK

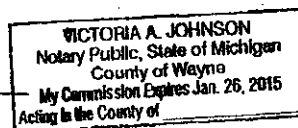

SIGNATURE

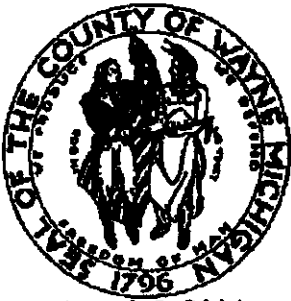
Employee ID # _____

CITY STATE ZIP

Subscribed and sworn to before me
this 16 of June, A.D., 2011.


Notary Public, Wayne County, Michigan
My Commission Expires: 1-26-2015





March 3, 2014

Office of the County Clerk

Cathy M. Garrett
Wayne County Clerk

Damita C Johnson El Bey
18945 Fielding
Detroit, MI 48219

Sent by Email
johnsondamita@sbcglobal.net

RE: Freedom of Information Act request received Monday, February 10, 2014 for the oath of Felicia Mack, Deputy Sheriff in and for the County of Wayne.

Dear Ms. Johnson El Bey:

The above-described request for information has been received and reviewed. After a diligent search for the requested records, I have determined and certify the records do not exist in this department. Therefore, your request is denied.

You have the right to do either of the following:

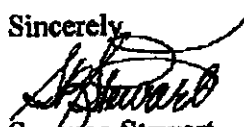
- (1) Submit a written appeal to the County Executive, which specifically states the word "appeal" and states the reason or reasons the denial should be reversed.

OR

- (2) Commence an action in the circuit court to compel disclosure. Should you prevail, you will be entitled to have reasonable attorneys' fees, costs and disbursements assessed against the County by the court. If you or the County prevails in part, the court may, in its discretion, award you all or an appropriate portion or reasonable attorneys' fees, costs, and disbursements. If the court determines that the County has been arbitrary and capricious in its denial, you will also be entitled to punitive damages in the amount of \$500.00.

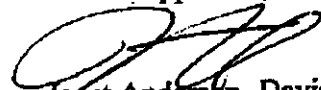
If you have any questions regarding this response, you can either contact me by telephone at (313) 967-3391 or by email stewart@waynecounty.com.

Sincerely,


Suzanne Stewart
FOIA Officer

Cc: FOIA File

Denial Approved,


Janet Anderson-Davis,
Corporation Counsel

Janet Anderson-Davis, Corporation Counsel
Mary Rose MacMillan

[Exhibit J]

which conflicts with both the judge's opinion and the testimony submitted by defendants' attorneys' BODMAN
PLC before the Honorable Judge Terrence G. Berg; Felicia Mack's official capacity is not a Deputy Sheriff formulated
in the Sheriff Deed on Mortgage Sale

FILE DO NOT MAIL

2012 NOV 16 PM 2:13

Bernard J. Youngblood
Wayne County Register of Deeds

November 16, 2012 02:13 PM

Inst:2012459872 SHD Pages:8

Liber:50301 Page:524



346032F01 Johnson - FC X

SHERIFF'S DEED ON MORTGAGE SALE

This Indenture Made this 1st day of November, A.D. 2012, between, Felicia Mack, a Deputy Sheriff in and for Wayne County, Michigan, whose address is 4747 Woodward Ave Detroit, Michigan 48201-1307, party of the first part, and Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P., whose address is 5401 N Beach St Stop FWTX-828, Fort Worth, TX 76137-2733, party of the second part (hereinafter called the grantee).

WITNESSETH, That Whereas a certain mortgage made by Damita C. Johnson, A Single Woman, original mortgagor(s), to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, Mortgagee, dated May 2, 2008, and recorded on May 28, 2008 in Liber 47263 on Page 1063, and assigned by said Mortgagee to BAC Home Loans Servicing, L.P. as assignee as documented by an assignment dated October 1, 2010 recorded on October 15, 2010 in Liber 48793 on Page 1046, in Wayne county records, Michigan (said mortgage secured an FHA loan insured by the US Department of Housing and Urban Development ("HUD")), and

WHEREAS, said mortgage contained a power of sale which has become operative by reason of a default in the condition of said mortgage, and

WHEREAS, no suit or proceedings at law or in equity have been instituted to recover the debt secured by said mortgage or any part thereof, and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in said mortgage, that the said premises, or some part of them, would be sold at 1:00 PM on the 29th day of December, A.D. 2010 (sale adjourned from December 29, 2010 to November 1, 2012), at public vendue, that being the place of holding the Circuit Court for Wayne County where the premises are situated and

WHEREAS, pursuant to said notice I did, at on the day last aforesaid, expose for sale at public vendue the said lands and tenements hereinafter described, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of One Hundred Three Thousand Five Hundred Ninety-Nine and 09/100 Dollars (\$103,599.09), that being the highest bid therefore and the grantee being the highest bidder, and

WHEREAS, said lands and tenements are situated in the City of Detroit, Wayne County, Michigan, more particularly described in exhibit A, attached and commonly known as:

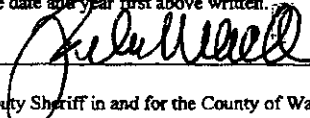
18945 Fielding St

Property Tax Parcel ID 22/102910

This property may be located within the vicinity of farmland or a farm operation. Generally, accepted agricultural and management practices, which may generate noise, dust, odors, and other associated conditions, may be used and are protected by the Michigan right to farm act.


Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain and sell unto the grantee, its successors and assigns, forever, all the estate, right, title and interest, which the said Mortgagor(s) had in said land and tenements and every part thereof, on the 2nd day of May A.D. 2008, that being the date of said mortgage, or at any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to sell the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the date and year first above written.


Felicia Mack
Deputy Sheriff in and for the County of Wayne

STATE OF MICHIGAN
COUNTY OF WAYNE

On this 1st day of November, A.D. 2012, before me, a Notary Public in and for said County of Wayne came Felicia Mack, a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that she/he executed the same to be her/his free act and deed as such Deputy Sheriff.


Notary Public, Wayne County, Michigan
My commission expires:
Acting in the county of Wayne

THIS INSTRUMENT IS EXEMPT FROM MICHIGAN TRANSFER TAX UNDER MCLA 207.505(c); MCLA 207.526(v); MCLA 207.505(h)(ii).

HUD #2619438672703

Laura Dymant
Notary Public
Appointed in Macomb County
Acting in Wayne County
Appointment Expires on 11/19/2014

[Exhibit K]

Under the provisions of Michigan Freedom of Information Act, the Office of the County Clerk and Wayne County Sheriff's Office has also provided by records archived within their facility that at the time the Sheriff Deed was executed

Daniel Phfannes was in fact the Wayne County Deputy Sheriff, a copy of the following Oaths are attached as

Once this court has examined both the appointments and oaths of both Felicia Mack and Daniel Pfannes one can reasonably see that **Felicia Mack** is none other than a **SPECIAL DEPUTY SHERIFF** and **Daniel Pfannes** was none other than the **DEPUTY SHERIFF** in and for Wayne County, Michigan at the time the Sheriff Deed was executed.

2014-May-19 10:42 AM wayne county clerk archive 13135676011

4/5

#44028

APPOINTMENT OF DEPUTY SHERIFF

TO WHOM THESE PRESENT MAY COME: GREETINGS

By virtue of the power vested in me by the statute, in such case made and provided, I, Benny Napoleon, Sheriff of the County of Wayne, do hereby appoint:

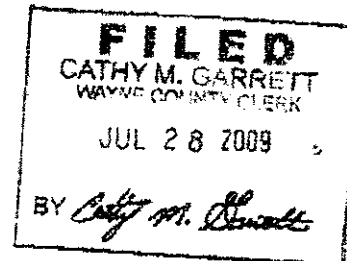
DANIEL P. PFANNES

DEPUTY SHERIFF during the term ending December 31, 2012.

Benny Napoleon
BENNY NAPOLEON
SHERIFF OF WAYNE COUNTY

OATH OF DEPUTY SHERIFF

STATE OF MICHIGAN
COUNTY OF WAYNE



I, DANIEL PFANNES, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Michigan, and that I will faithfully discharge the duties of Deputy Sheriff in and for the County of Wayne, State of Michigan, to the best of my ability.

DANIEL PFANNES
NAME (Print)

Daniel Pfannes
SIGNATURE

35268
EMPLOYEE ID #

Subscribed and sworn to before me
This 24th of July, A.D., 2009

Lakeisha Solomon
Notary Public, Wayne County, Michigan
My commission Expires: 7/8/2014

Lakeisha Solomon
Notary Public, Wayne County, MI
My Commission Expires 08/08/2014



Benny N. Napolcon
Wayne County Sheriff

CERTIFICATION

May 16, 2014

I certify that the attached document as listed below is the correct copy of the original record on file in this office in regards to Daniel Pfannes.

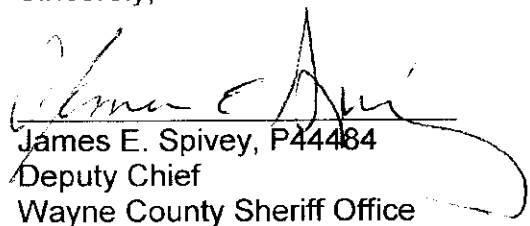
A. Appointment/Oath of Office

Sincerely,

BENNY N. NAPOLEON

Wayne County Sheriff

Sincerely,


James E. Spivey, P44484
Deputy Chief
Wayne County Sheriff Office

BN:JS

cdg

pc: FOIA Coordinator
File 14-199

WAYNE COUNTY SHERIFF'S OFFICE
4747 WOODWARD • DETROIT, MI 48201•
(313) 833-0562 PH (313) 224-6169 FAX

Benny N. Napoleon
Wayne County Sheriff



Office of The Sheriff

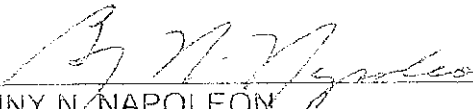
APPOINTMENT OF DEPUTY SHERIFF

TO WHOM THESE PRESENT MAY COME: GREETINGS

By virtue of the power vested in me by the statute, in such case made and provided, I, Benny N. Napoleon, Sheriff of the County of Wayne, do hereby appoint:

DANIEL P. PFANNES

DEPUTY SHERIFF during the term ending December 31, 2016

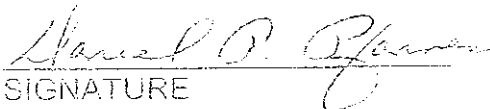

BENNY N. NAPOLEON
SHERIFF OF WAYNE COUNTY

OATH OF DEPUTY SHERIFF

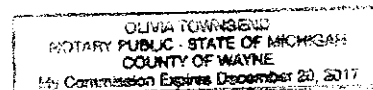
STATE OF MICHIGAN
COUNTY OF WAYNE

I, DANIEL P. PFANNES, do solemnly swear that I will support the Constitution of the United States, the Constitution of Michigan, and the Charter for the County of Wayne. I further do solemnly swear that I will faithfully discharge the duties of Deputy Sheriff in and for the County of Wayne, State of Michigan, to the best of my ability, so help me God.


NAME (Print) DANIEL P. PFANNES


SIGNATURE

EMPLOYEE ID#



Subscribed and sworn to before me
this 8 of Jan, A.D. 2016.


Notary Public, Wayne County, Michigan
My Commission Expires December 20, 2017



Benny N. Napoleon
Wayne County Sheriff

April 10, 2014

Damita C. Johnson-El Bey
18945 Fielding
Detroit, MI 48219

Re: FOIA of March 24, 2014, requesting records relating to Felicia Mack

Dear Ms. Johnson-El Bey:

Your request was forwarded to Wayne County Personnel Department and the Sheriff. This response pertains to the Sheriff only.

Your request is granted in part and denied in part and two (2) pages of records are enclosed at no cost.

Your request is denied under MCL 15.243(1)(a) to the extent that the records contain personal or confidential information, e.g., employee identification number and identifying information of home address to include city, state and zip code.

Your request relating to all job titles in the county/city and bonds records regarding Felicia Mack is denied. After a diligent search for the requested records, I have determined and certify the records do not exist.

You have the right to do either of the following:

- 1.) Submit a written appeal to the County Executive, which specifically States the word "appeal" and states the reason or reasons the denial should be reversed.

OR

WAYNE COUNTY SHERIFF'S COURT DIVISION
2 WOODWARD RM 1711 • DETROIT, MI 48226 •
(313) 224-2260 PH (313) 224-2433 FAX

Page 2

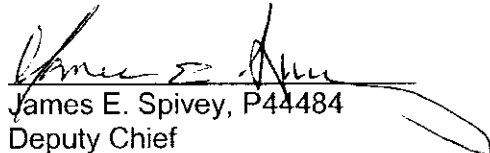
Letter To: Damita C. Johnson - El Bey

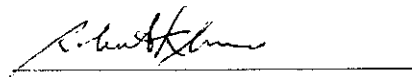
Re: Felicia Mack

- 2.) Commence an action in the Circuit Court to compel disclosure. Should you prevail, you will be entitled to have reasonable attorney's fees, costs and disbursements assessed against the County by the court. If you or the County prevails in part, the court may in its discretion, award you all or an appropriate portion of reasonable attorneys' fees, costs and disbursements. If the court determines that the County has been arbitrary and capricious in its denial, you will be entitled to, in addition to actual damages, punitive damages in the amount of \$500.00.

Sincerely,

Denial approved:


James E. Spivey, P44484
Deputy Chief
Wayne County Sheriff Office


Robert Klucens
Assistant Corporation Counsel
Date: 7/14/14

JS:RK

cdg

Enclosure (2)

pc: FOIA Coordinator

Lisa Laginess, FOIA Officer, Wayne County Personnel Department
File 14-130

Benny N. Napoleon
Wayne County Sheriff



Office of The Sheriff

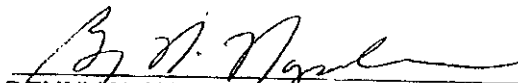
APPOINTMENT OF SPECIAL DEPUTY SHERIFF

TO WHOM THESE PRESENT MAY COME: GREETINGS

By virtue of the power vested in me by the statute, in such case made and provided, I, Benny N. Napoleon, Sheriff of the County of Wayne, do hereby appoint:

FELICIA MACK

SPECIAL DEPUTY SHERIFF during the term ending December 31, 2012 to do particular acts and limited to the following, to wit: **FELICIA MACK** to act as auctioneer to hold all Sheriff's sales, issue deeds; adjourn Sheriff's sales and perform related work; levy on real estate by virtue of Writs of Execution, Writs of Attachment, Court Orders; record said levies; release said levies; file and endorse Returns of Writs of Execution, Attachment, Court Orders; advertise real estate for sale and perform other related work.


BENNY N. NAPOLEON
SHERIFF OF WAYNE COUNTY

OATH OF SPECIAL DEPUTY SHERIFF

STATE OF MICHIGAN
COUNTY OF WAYNE

I, **FELICIA MACK**, do solemnly swear that I will support the Constitution of the United States, and the Constitution of Michigan, and that I will faithfully discharge the duties of Special Deputy Sheriff in and for the County of Wayne, State of Michigan, to the best of my ability, so help me God.

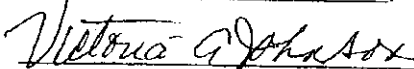
Felicia Mack
Print FELICIA MACK

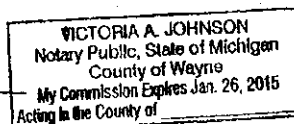

SIGNATURE

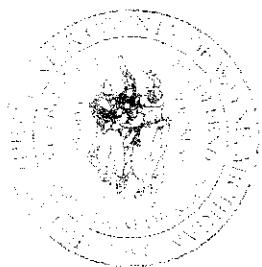
Employee ID #

CITY STATE ZIP

Subscribed and sworn to before me
this 16 of June, A.D., 2011.


Notary Public, Wayne County, Michigan
My Commission Expires: 1-26-2015





Robert A. Ficano
County Executive

May 12, 2014

Danila C. Johnson El Bay
18945 Fielding
Detroit, Michigan 48219

Re: FOIA Request Dated May 6, 2014 for Records Pertaining to Multiple Persons

Dear Ms. El Bey:

You sent a FOIA request to Wayne County seeking "all oaths and bonds and assignments" for Daniel Pfannes and Maria Oxholm" and "all oaths, bonds, and appointments" for James E. Spivey, Robert Klucens, Benny Napoleon, Lisa Laginess, and Victoria A. Johnson.

This response is from the Department of Personnel/Human Resources and pertains only to your request for "assignments or appointments" to the extent that we understand your request to mean job titles within Wayne County. In the event that other departments may have responsive records, you will receive a separate response.

Your request is granted. A one page record providing dates and titles is enclosed at no charge.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa Laginess", is written over a horizontal line.

Lisa Laginess, FOIA Officer
Department of Personnel/Human Resources

cc: Mary Rose MacMillan, FOIA Coordinator

Daniel Pfannes

3/19/2007 to present Undersheriff and Chief Deputy Sheriff

Maria Oxholm

10/23/1989 to 10/28/1990 Assistant Prosecuting Attorney 1
 10/29/1990 to 12/17/1995 Assistant Prosecuting Attorney 2
 12/18/1995 to 03/12/2002 Assistant Prosecuting Attorney 3
 03/13/2003 to present Circuit Court Judge

James E. Spivey

08/31/2009 to present Department Executive 8

Robert Klucens

09/15/1997 to 03/31/1998 Assistant Corporation Counsel 1
 04/01/1998 to 04/01/2001 Assistant Corporation Counsel 2
 04/02/2001 to 10/21/2012 Assistant Corporation Counsel 3
 10/22/2012 to present Assistant Corporation Counsel 4

Benny N. Napoleon

10/14/2005 to 06/13/2006 Project Consultant
 06/14/2006 to 07/26/2009 Assistant County Executive
 07/27/2009 to present Sheriff

Lisa Laginess

05/30/1989 to 09/03/1989 Typist 1
 09/04/1989 to 09/16/1990 Human Resource Assistant
 09/17/1990 to 09/30/1991 Human Resource Specialist 1
 09/30/1991 to 11/07/1993 Human Resource Specialist 2
 11/08/1993 to 06/17/1997 Human Resource Specialist 3
 06/18/1997 to 05/17/1998 Human Resource Specialist 4
 05/18/1998 to 11/24/2002 Department Manager 5/Personnel
 11/25/2002 to 03/02/2003 Department Manager 6/Personnel
 03/03/2003 to 03/07/2004 Department Executive 4
 03/08/2004 to 04/03/2011 Department Executive 5
 04/04/2011 to 03/20/2012 Division Director-Workforce Administration-P/HR
 03/21/2012 to present Chief of Administration

Victoria A. Johnson

10/21/1996 to 01/19/1998 Typist 1
 01/20/1998 to 05/17/1998 Typist 2
 05/18/1998 to 10/17/1999 Typist
 10/18/1999 to 12/31/2002 Administrative Secretary
 01/01/2003 to 09/27/2009 Administrative Assistant
 09/28/2009 to 02/07/2010 Administrative Secretary
 02/08/2010 to 08/06/2011 Administrative Assistant



March 3, 2014

Office of the County Clerk

Cathy M. Garrett
Wayne County Clerk

Damita C Johnson El Bey
18945 Fielding
Detroit, MI 48219

Sent by Email
johnsondamita@sbcglobal.net

RE: Freedom of Information Act request received Monday, February 10, 2014 for the oath of Felicia Mack, Deputy Sheriff in and for the County of Wayne.

Dear Ms. Johnson El Bey:

The above-described request for information has been received and reviewed. After a diligent search for the requested records, I have determined and certify the records do not exist in this department. Therefore, your request is denied.

You have the right to do either of the following:


- (1) Submit a written appeal to the County Executive, which specifically states the word "appeal" and states the reason or reasons the denial should be reversed.

OR

- (2) Commence an action in the circuit court to compel disclosure. Should you prevail, you will be entitled to have reasonable attorneys' fees, costs and disbursements assessed against the County by the court. If you or the County prevails in part, the court may, in its discretion, award you all or an appropriate portion or reasonable attorneys' fees, costs, and disbursements. If the court determines that the County has been arbitrary and capricious in its denial, you will also be entitled to punitive damages in the amount of \$500.00.

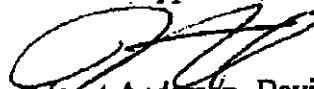
If you have any questions regarding this response, you can either contact me by telephone at (313) 967-3391 or by email ssstewart@waynecounty.com.

Sincerely,


Suzanne Stewart
FOIA Officer

Cc: FOIA File

Denial Approved,


Janet Anderson- Davis,
Corporation Counsel

Janet Anderson-Davis, Corporation Counsel
Mary Rose MacMillan

Counterclaimant has filed with the Office of the Circuit Court Executive of the 6th Circuit Court of Appeals a Complaint of Judicial Misconduct against the Honorable Terrence G. Berg

[Exhibit L]

Certificate of Mailing

From: Minister Damita C Johnson El Bey
c/o 18945 Fielding
Detroit, Michigan Republic [48219]

Checklist of copies enclosed in package served via USPS Certified Mail Receipt # **7013 1090 0001 8174 7292**

To: **COMPLAINT OF MISCONDUCT**

The Office of Circuit Executive
540 Potter Stewart U.S. Courthouse
100 East Fifth Street
Cincinnati, Ohio 45202

1. Original Complaint of Judicial Misconduct or Disability form
2. Affidavit & Notice of Complaint of Judicial Misconduct Filed Against the Honorable Judge Terrence G. Berg [Case # 13-cv-12170 and Case # 4:14-cv-12505: Damita C Johnson El Bey f.k.a. Damita C Johnson vs. Bank of America Et Al] 5 pgs. w/attachments: Exhibit A-N
3. This Certificate of Mailing

All Rights Reserved

Damita C Johnson El Bey July 3, 2014
Damita C Johnson El Bey

Brandon D Crawford Brandon D Crawford
Witness of the above mailing checklist package Print/Sign Name